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CITY COUNCIL
CITY OF WICHITA
KANSAS

City Council Meeting
09:30 a.m. September 27, 2016

First Floor Board Room
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Approve the minutes of regular meeting on September 13, 2016

II. CONSENT AGENDA ITEMS 1 THROUGH 15

NOTICE: Items listed under the "Consent Agendas" will be enacted by one motion with no separate discussion. If discussion on an item is desired, the item will be removed from the "Consent Agendas" and considered separately

(The Council will be considering the City Council Consent Agenda as well as the Planning, Housing, and Airport Consent Agendas. Please see "ATTACHMENT 1 – CONSENT AGENDA ITEMS" for a listing of all Consent Agenda Items.)

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

1. Approval of Travel for Mayor Jeff Longwell and Council Member Pete Meitzner to attend the CITEK Conference, October 4 - 10, 2016, Leon and Tlalnepantla, Mexico.

RECOMMENDED ACTION: Approve the travel expenses.

2. Approval of travel for Council Member Pete Meitzner to attend the Midwest Interstate Passenger Rail Commission Annual Meeting, September 27-29, 2016, St. Louis, Missouri.

RECOMMENDED ACTION: Approve the travel expenditure.

3. Approval of travel for Council Member Jeff Blubaugh to attend the Global Cities Summit, September 27-29, 2016, Washington, D.C.

RECOMMENDED ACTION: Approve the travel.

IX. COUNCIL MEMBER APPOINTMENTS AND COMMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the appointments.

Adjournment

*****WORKSHOP TO FOLLOW*****

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 15)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated September 19, and 26, 2016.

RECOMMENDED ACTION: Receive and file report; approve the contracts; and authorize the necessary signatures.

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renew</u>	<u>2016</u>	<u>(Consumption off Premises)</u>
Amanda Jane Brown	Wal-Mart #5990***	2111 N. Amidon Ave.
Nika Chakma	One Stop***	802 N. West Street

***Retailer (Grocery stores, convenience stores, etc.)

RECOMMENDED ACTION: Approve licenses subject to staff review and approval.

3. Preliminary Estimates:

- a. List of Preliminary Estimates.

RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:

- a. Petition for Paving Improvements to Emerald Bay Estates 2nd Addition. (District VI)

RECOMMENDED ACTION: Approve the petitions and adopt the resolutions.

5. Consideration of Street Closures/Uses:

- Community Events - Interhab Power Up Conference. (District I)
- Community Events - Prairie Fire Marathon 5K. (Districts I and VI)
- Community Events - Prairie Fire Half Marathon.
- Community Events - Prairie Fire Marathon.
- Community Events - Prairie Fire Marathon Set-Up. (District I)

RECOMMENDED ACTION: Approve the request subject to; (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Securing a Certificate of Liability Insurance on file with the Community Events Coordinator.

6. Agreements/Contracts:

- a. Take-or-Pay Provision on the Wholesale Water Sales Agreement.
- b. Print Vendor for Water Bills.
- c. Supplemental Agreement No. 3 for Kellogg and I-235 Interchange.
- d. Agreement to Respread Assessments: Nahola Addition. (District VI)

RECOMMENDED ACTION: Approve the agreements/contracts and authorize the necessary signatures.

7. Minutes of Advisory Boards/Commissions:

Board of Building Codes Standards and Appeals, July 11, 2016
Police & Fire Retirement System Board, July 20, 2016
Joint Investment Committee, August 4, 2016
Bicycle and Pedestrian Advisory Board, August 8, 2016
Library Board of Directors, August 16, 2016
Design Council Minutes, August 17, 2016

RECOMMENDED ACTION: Receive and file.

8. Amended Agreement for Legal Services with Hite, Fanning & Honeyman L.L.P.

RECOMMENDED ACTION: Approve the supplemental agreement, authorize the Mayor to sign, and approve any necessary budget adjustments.

9. Contract for Wichita Intervention Program Instructor.

RECOMMENDED ACTION: Approve the contract and authorize the necessary signatures.

10. Funding for Improvements to Wellfield Supply Line.

RECOMMENDED ACTION: Approve the budget, adopt the resolution and authorize the necessary signatures.

11. Resolution Considering a Public Hearing on an Amendment to the K-96 Greenwich STAR Bond District Boundaries. (District II)

RECOMMENDED ACTION: Adopt the resolution which provides notice of consideration of an amendment to the K-96 Greenwich STAR bond district and sets a public hearing for November 1, 2016.

12. Settlement of Claim.

RECOMMENDED ACTION: Authorize payment of \$37,425.13 as a full settlement of the claim.

13. Second Reading Ordinances: (First Read September 13, 2016)

RECOMMENDED ACTION: Adopt the Ordinances.

II. CONSENT PLANNING AGENDA ITEMS

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

None

II. CONSENT HOUSING AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Andra Martin, Housing Member is also seated with the City Council.

None

II. CONSENT AIRPORT AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

14. *Transportation Security Administration - Amendment of Solicitation/Modification of Contract - Wichita Dwight D. Eisenhower National Airport.

RECOMMENDED ACTION: Approve the amendment and authorize the necessary signatures.

15. *WAA Report of Board of Bids and Contracts dated September 19, 2016.

RECOMMENDED ACTION: Receive and file report, approve the contracts, and authorize the necessary signatures.

Wichita, Kansas
September 19, 2016
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Marty Strayer, Administrative Assistant, Public Works and Utilities, Fanny Chan, Accountant, Finance, representing the Director of Finance, John Page, Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, Logan Bradshaw, Fellow, representing the City Manager's Office and Karen Sublett, City Clerk, present.

Minutes of the regular meeting date September 12, 2016, were read and on motion approved.

Bids were opened September 16, 2016, pursuant to advertisements published on:

37th, Oliver to Woodlawn (37th, Oliver to Woodlawn) 87N-0613-01/472-85157.

Flint Hills Materials, LLC - \$3,071,775.48

Lateral 7, Main 20, Southwest Interceptor Sewer to serve Lighthouse Addition (north of 21st Street North, west of Hoover) (468-85129/744422/480114) Does not affect existing traffic. (District VI)

Dutton Construction & Plumbing - \$21,881.00

Purchasing Manager recommended that the contracts be awarded as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

On motion the Board recommended that the contracts be awarded as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

**PUBLIC WORKS & UTILITIES DEPARTMENT/FLEET & FACILITIES DIVISION:
Foundation Repair Outside Planter Area.**

Bauer & Son Construction Co., Inc. - \$35,305.00

VARIOUS DEPARTMENTS, BOARDS & AGENCIES: Roll Tissue, Paper Tissue.

Defer one week

VARIOUS DEPARTMENTS, BOARDS & AGENCIES: Concrete Requirements.

Kansas Ready Mix, LLC.* - \$188,200.00 – Group 1
Concrete Materials Company, LLC.* - \$24,475.00 – Group 2

*Estimate – Contract approved on unit cost basis; refer to attachments.

The Purchasing Division recommended that the contracts be awarded/deferred as outlined above, same being the lowest and best bid.

On motion the Board recommended that the contracts be awarded/deferred as outlined above, same being the lowest and best bid.

On motion the Board of Bids adjourned.


Marty Strayer, Administrative Assistant
Department of Public Works and Utilities

Karen Sublett, MMC
City Clerk

FORMAL BID REPORT

TO: Robert Layton, City Manager

DATE: September 19, 2016

ENGINEERING BIDS – GARY JANZEN, CITY ENGINEER**August 12, 2016**Paving – 37th, Oliver to Woodlawn – Public Works & Utilities Department/Engineering Division**Flint Hills Materials, LLC****\$3,071,775.48****September 16, 2016**Lateral 7, Main 20, Southwest Interceptor Sewer to serve Lighthouse Addition – Public Works & Utilities
Department/Engineering Division**Dutton Construction & Plumbing****\$21,881.00****PURCHASING BIDS – MELINDA A. WALKER, PURCHASING MANAGER****September 16, 2016**Foundation Repair in the Area of the Outside Planter at Westlink Library – Public Works & Utilities
Department/Fleet & Facilities Division**Bauer & Son Construction Company, Inc.****\$35,305.00**Roll Tissue, Paper Towels and Miscellaneous Paper Products – Various Departments, Boards & Agencies
(Defer to September 26, 2016)Concrete Requirements – Various Departments, Boards & Agencies (See Exhibit B for Itemized Pricing in the
Formal Bid Report)**Kansas Ready Mix, LLC****Group 1****\$188,200.00****Concrete Materials Company, LLC****Group 2****\$24,475.00****ITEMS TO BE PURCHASED AS ADVERTISED IN THE OFFICIAL CITY NEWSPAPER.**


Melinda A. Walker
Purchasing Manager

Q640808/RQ640809

FB640140		Engineer's Construction Estimate	Kansas Paving	Flint Hills Materials LLC	Pearson Construction LLC
37th, Oliver to Woodlawn		\$3,731,350.00	\$3,224,344.00	\$3,071,775.48	\$3,121,331.80
(37th, Oliver to Woodlawn)	BID BOND		X	X	
	ADDENDA	3	X	X	
87N-0613-01/472-85157					
		Engineer's Construction Estimate	APAC Kansas	Cornejo & Sons LLC	
37th, Oliver to Woodlawn		\$3,731,350.00	\$3,911,747.00	\$3,162,564.47	
(37th, Oliver to Woodlawn)	BID BOND				
	ADDENDA	3	X	X	
87N-0613-01/472-85157					
		Engineer's Construction Estimate			
37th, Oliver to Woodlawn		\$3,731,350.00			
(37th, Oliver to Woodlawn)	BID BOND				
	ADDENDA	3			
87N-0613-01/472-85157					
		Engineer's Construction Estimate			
37th, Oliver to Woodlawn		\$3,731,350.00			
(37th, Oliver to Woodlawn)	BID BOND				
	ADDENDA	3			
87N-0613-01/472-85157					

CHECKED BY:

REVIEWED BY:

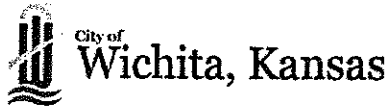
SANITARY SEWER BID TABULATION SUMMARY

BOARD OF BIDS - September 16, 2016

RQ641000

FB640183		Engineer's Construction Estimate	Dondlinger & Sons	Mies Construction	Dutton Construction & Plumbing
Lateral 7, Main 20, Southwest Interceptor Sewer		\$26,895.00	\$25,414.00	\$36,861.00	\$21,881.00
Lighthouse Addition	BID BOND				X
468-85129	ADDENDA	0			
(744422)					
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Utilities Plus
Lateral 7, Main 20, Southwest Interceptor Sewer		\$26,895.00			
Lighthouse Addition	BID BOND				
468-85129	ADDENDA	0			
(744422)					
		Engineer's Construction Estimate	Wildcat Construction	Stannard Construction d/b/a WB Carter	
Lateral 7, Main 20, Southwest Interceptor Sewer		\$26,895.00			
Lighthouse Addition	BID BOND				
468-85129	ADDENDA	0			
(744422)					
		Engineer's Construction Estimate			
Lateral 7, Main 20, Southwest Interceptor Sewer		\$26,895.00			
Lighthouse Addition	BID BOND				
468-85129	ADDENDA	0			
(744422)					

CHECKED BY: REVIEWED BY: 

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This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line

Solicitation: Foundation Repair Outside Planter Area
FB640177

Close Date/Time: 9/16/2016 10:00 AM CST

Solicitation Type: Formal Bid[Return to the Bid List](#)**Award Method:** Aggregate Cost**Department:** Public Works Fleet & Facilities**Responses:** 2

Vendors	Complete	Bid Total	City Comments
BAUER & SON CONSTRUCTION CO INC	Complete	\$35,305.00	Award 09/20/2016 Public Works & Utilities Department/Fleet & Facilities Division
SUTHERLAND BUILDERS INC	Complete	\$38,750.00	

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City of
Wichita, Kansas

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This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.

Vendor Group Line

Solicitation: Foundation Repair Outside Planter Area
FB640177

Close Date/Time: 9/16/2016 10:00 AM CST

Solicitation Type: Formal Bid

[Return to the Bid List](#)

Award Method: Aggregate Cost

Department: Public Works Fleet & Facilities

Responses: 2

Go to:

Line 001 | Labor, Material, and Equipment for Foundation Repair in the Area of the Outside Planter at Westlink Branch Library 8515 Bekemeyer Street as per Specification and Drawing.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
BAUER & SON CONSTRUCTION CO INC	1	Lump Sum	\$35,305.0000	\$35,305.00	Complete	
SUTHERLAND BUILDERS INC	1	Lump Sum	\$38,750.0000	\$38,750.00	Complete	

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City of
Wichita, Kansas

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This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line

Solicitation: FB640178

Roll Tissue, Paper Towels

Close Date/Time: 9/16/2016 10:00 AM CST

Solicitation Type: Formal Bid

[Return to the Bid List](#)

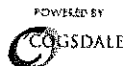
Award Method: Group

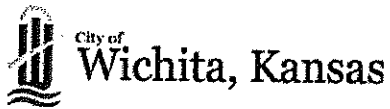
Department: Purchasing Department

Responses: 7

Vendors	Complete	Bid Total	City Comments
VERITIV OPERATING COMPANY	Complete	\$104,451.49	Defer to 9-26-16 Various Departments, Boards & Agencies
SOUTHWEST PAPER COMPANY INC	Complete	\$106,556.48	
FERGUSON ENTERPRISES INC	Complete	\$140,274.61	
LAFET WILLIAMS & ASSOCIATES INC	Partial	\$45,256.56	
CENTRAL POLY CORPORATION	Partial	\$47,635.25	
AMERICAN FUN FOOD COMPANY	Partial	\$55,701.89	
MASSCO INC	Partial	\$91,592.09	

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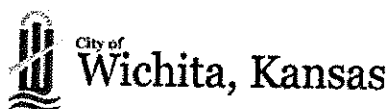
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This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line**Solicitation:** FB640182**Concrete Requirements****Close Date/Time:** 9/16/2016 10:00 AM CST**Solicitation Type:** Formal Bid[Return to the Bid List](#)**Award Method:** Group**Department:** Purchasing Department**Responses:** 3

Vendors	Complete	Bid Total	City Comments
CONCRETE MATERIALS COMPANY LLC	Complete	\$220,000.00	Award 9-20-16 Group 2, Various Departments, Boards & Agencies
ANDALE READY MIX CENTRAL INC	Complete	\$221,050.00	
KANSAS READY MIX LLC	Partial	\$188,200.00	Award 9-20-16 Group 1, Various Departments, Boards & Agencies

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This page summarizes bids by the totals for each group listed on the solicitation.

Vendor Group Line**Solicitation:** FB640182**Concrete Requirements****Close Date/Time:** 9/16/2016 10:00 AM CST**Solicitation Type:** Formal Bid[Return to the Bid List](#)**Award Method:** Group**Department:** Purchasing Department**Responses:** 3**Go to:** **Group 1**

Vendors	Complete	Group Total Net Bid
KANSAS READY MIX LLC	Complete	\$188,200.00
CONCRETE MATERIALS COMPANY LLC	Complete	\$195,525.00
ANDALE READY MIX CENTRAL INC	Complete	\$195,900.00

[Top of the Page](#)**Group 2**

Vendors	Complete	Group Total Net Bid
CONCRETE MATERIALS COMPANY LLC	Complete	\$24,475.00
ANDALE READY MIX CENTRAL INC	Complete	\$25,150.00
KANSAS READY MIX LLC	In-Complete	\$0.00

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This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.

Vendor Group Line**Solicitation:** FB640182**Concrete Requirements****Close Date/Time:** 9/16/2016 10:00 AM CST**Solicitation Type:** Formal Bid[Return to the Bid List](#)**Award Method:** Group**Department:** Purchasing Department**Responses:** 3**Go to:** **Line 001 | 6.6 HE Sack- Picked Up**

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
CONCRETE MATERIALS COMPANY LLC	50	Cubic Yard	\$66.0000	\$3,300.00	Complete	
KANSAS READY MIX LLC	50	Cubic Yard	\$66.5000	\$3,325.00	Complete	
ANDALE READY MIX CENTRAL INC	50	Cubic Yard	\$73.0000	\$3,650.00	Complete	

Line 002 | 6.6 HE Sack- Delivered

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
CONCRETE MATERIALS COMPANY LLC	50	Cubic Yard	\$89.0000	\$4,450.00	Complete	
KANSAS READY MIX LLC	50	Cubic Yard	\$90.0000	\$4,500.00	Complete	
ANDALE READY MIX CENTRAL INC	50	Cubic Yard	\$90.0000	\$4,500.00	Complete	

Line 003 | 6.6 Sack- Picked Up

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
KANSAS READY MIX LLC	2500	Cubic Yard	\$61.0000	\$152,500.00	Complete	
ANDALE READY MIX CENTRAL INC	2500	Cubic Yard	\$64.0000	\$160,000.00	Complete	
CONCRETE MATERIALS COMPANY LLC	2500	Cubic Yard	\$64.0000	\$160,000.00	Complete	

Line 004 | 6.6 Sack- Delivered

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
CONCRETE MATERIALS COMPANY LLC	100	Cubic Yard	\$87.0000	\$8,700.00	Complete	
KANSAS READY MIX LLC	100	Cubic Yard	\$88.0000	\$8,800.00	Complete	

ANDALE READY MIX CENTRAL INC	100	Cubic Yard	\$88.0000	\$8,800.00	Complete
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Line 005 | 8.0 Sack- Picked Up

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
KANSAS READY MIX LLC	100	Cubic Yard	\$65.0000	\$6,500.00	Complete	
CONCRETE MATERIALS COMPANY LLC	100	Cubic Yard	\$66.7500	\$6,675.00	Complete	
ANDALE READY MIX CENTRAL INC	100	Cubic Yard	\$67.0000	\$6,700.00	Complete	

Line 006 | 8.0 Sack- Delivered

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ANDALE READY MIX CENTRAL INC	100	Cubic Yard	\$87.0000	\$8,700.00	Complete	
CONCRETE MATERIALS COMPANY LLC	100	Cubic Yard	\$88.0000	\$8,800.00	Complete	
KANSAS READY MIX LLC	100	Cubic Yard	\$90.0000	\$9,000.00	Complete	

Line 007 | Hi-Early- Additives

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ANDALE READY MIX CENTRAL INC	50	Cubic Yard	\$5.0000	\$250.00	Complete	
KANSAS READY MIX LLC	50	Cubic Yard	\$5.5000	\$275.00	Complete	
CONCRETE MATERIALS COMPANY LLC	50	Cubic Yard	\$6.0000	\$300.00	Complete	

Line 008 | Winter Service (November 1 - March 31)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
CONCRETE MATERIALS COMPANY LLC	600	Cubic Yard	\$5.0000	\$3,000.00	Complete	
KANSAS READY MIX LLC	600	Cubic Yard	\$5.0000	\$3,000.00	Complete	
ANDALE READY MIX CENTRAL INC	600	Cubic Yard	\$5.0000	\$3,000.00	Complete	

Line 009 | Super Plastizer

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ANDALE READY MIX CENTRAL INC	50	Cubic Yard	\$6.0000	\$300.00	Complete	
KANSAS READY MIX LLC	50	Cubic Yard	\$6.0000	\$300.00	Complete	
	50		\$6.0000	\$300.00	Complete	

CONCRETE MATERIALS
COMPANY LLCCubic
Yard**Line 010 | 6.6 HE Sack- Delivered**

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
CONCRETE MATERIALS COMPANY LLC	100	Cubic Yard	\$90.0000	\$9,000.00	Complete	
ANDALE READY MIX CENTRAL INC	100	Cubic Yard	\$90.0000	\$9,000.00	Complete	
KANSAS READY MIX LLC					No Bid.	

Line 011 | 733 R Type Mix 4000 psi in 72 hours- Delivered

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
CONCRETE MATERIALS COMPANY LLC	50	Cubic Yard	\$92.7000	\$4,635.00	Complete	
ANDALE READY MIX CENTRAL INC	50	Cubic Yard	\$97.0000	\$4,850.00	Complete	
KANSAS READY MIX LLC					No Bid.	

Line 012 | Airfield Rock 5000 psi in 5 days- Delivered

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
CONCRETE MATERIALS COMPANY LLC	50	Cubic Yard	\$101.0500	\$5,052.50	Complete	
ANDALE READY MIX CENTRAL INC	50	Cubic Yard	\$103.0000	\$5,150.00	Complete	
KANSAS READY MIX LLC					No Bid.	

Line 013 | Airfield Rock 5000 psi in 48 hours- Delivered

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
CONCRETE MATERIALS COMPANY LLC	50	Cubic Yard	\$104.7500	\$5,237.50	Complete	
ANDALE READY MIX CENTRAL INC	50	Cubic Yard	\$113.0000	\$5,650.00	Complete	
KANSAS READY MIX LLC					No Bid.	

Line 014 | Hi-Early- Additives

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ANDALE READY MIX CENTRAL INC	50	Cubic Yard	\$5.0000	\$250.00	Complete	
CONCRETE MATERIALS COMPANY LLC	50	Cubic Yard	\$6.0000	\$300.00	Complete	
					No Bid.	

KANSAS READY MIX
LLC

Line 015 | Winter Service (November 1 - March 31) Vendors may bid on Group 1 or Group 2 or Both Groups. Award will be based on the lowest and best total net bid per Group based on the estimated quantities.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ANDALE READY MIX CENTRAL INC	50	Cubic Yard	\$5.0000	\$250.00	Complete	
CONCRETE MATERIALS COMPANY LLC	50	Cubic Yard	\$5.0000	\$250.00	Complete	
KANSAS READY MIX LLC					No Bid.	

Top of the Page



**PRELIMINARY ESTIMATES
FOR CITY COUNCIL SEPTEMBER 27, 2016**

- a. Water Distribution System to serve Cadillac Lake Addition (south of 29th Street North, east of Maize) (448-90686/735541/470214) Does not affect existing traffic. (District V) - \$64,000.00
- b. Lateral 5, Main 6, Northwest Interceptor - Phase I to serve Cadillac Lake Addition (south of 29th Street North, east of Maize) (468-85058/744405/480097) Does not affect existing traffic. (District V) - \$216,000.00
- c. 2016 Sanitary Sewer Rehabilitation Phase D (CIPP) (north of MacArthur Rd, east of West Street) (468-85124/620854/666005) Traffic to be maintained during construction using flagpersons and barricades. (District I,III,IV,VI) - \$515,000.00
- d. Harry Court, with drainage to be installed where necessary to serve Harry's Landing Addition (north of Harry, east of Rock) (472-85291/766370/490393) Does not affect existing traffic. (District II) - \$264,500.00

To be Bid: August 12, 2016

PRELIMINARY ESTIMATE of the cost of:

Water Distribution System to serve Cadillac Lake Addition
(south of 29th Street North, east of Maize)

All work done and all materials furnished to be in accordance with plans and specifications
on file in the office of the City Engineer.

LUMP SUM BID ITEMS (735541) - Group 1

1	Site Clearing	1	LS
2	Site Restoration	1	LS

MEASURED QUANTITY BID ITEMS (735541) - Group 1

3	Pipe, WL 8"	276	If
4	Pipe, WL 8", RJ, Directional Drill	93	If
5	Fire Hydrant Assembly	1	ea
6	Valve Assembly, Anchored 8"	1	ea
7	Concrete Sidewalk Removed & Replaced	88	If
8	BMP, Construction Entrance	1	ea
9	BMP, Silt Fence	285	If
10	Valve Assembly, Anchored 8", Special	1	ea

Construction Subtotal

Design Fee
Engineering & Inspection
Administration
Publication
Reserved for Phase 2

Total Estimated Cost**\$64,000.00**

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


Gary Janzer, P.E., City Engineer

Sworn to and subscribed before me this _____
(DATE)

City Clerk

470214 (735541) 448-90686

Page _____

EXHIBIT _____

To be Bid:

August 12, 2016

PRELIMINARY ESTIMATE of the cost of:

Lateral 5, Main 6, Northwest Interceptor - Phase 1 to serve Cadillac Lake Addition
(south of 29th Street North, east of Maize)

All work done and all materials furnished to be in accordance with plans and specifications
on file in the office of the City Engineer.

LUMP SUM BID ITEMS (744405) - Group 2

1	Site Clearing	1	LS
2	Site Restoration	1	LS

MEASURED QUANTITY BID ITEMS (744405) - Group 2

3	Pipe, SS 8"	494	lf
4	Air Testing, SS Pipe	494	lf
5	Steel Casing by boring (min ID 18")	116	lf
6	MH, Standard SS (4')	2	ea
7	Fill, Sand (Flushed & Vibrated)	202	lf
8	BMP, Silt Fence	375	lf
9	MH, Stub 8"	2	ea
10	MH, Standard SS (5')	1	ea
11	Riser Assembly 6", Manhole Stub	1	ea
12	Plug and Stake End of Line	1	ea

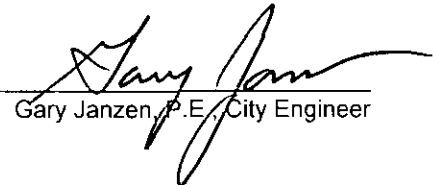
Construction Subtotal

Design Fee
Engineering & Inspection
Administration
Publication
Reserved for Phase 2

Total Estimated Cost**\$216,000.00**

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____
(DATE)

City Clerk

480097 (744405) 468-85058
Page _____

EXHIBIT

To be Bid:

September 9, 2016

PRELIMINARY ESTIMATE of the cost of:

2016 Sanitary Sewer Rehabilitation Phase D (CIPP)

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

LUMP SUM BID ITEMS

1	Pipe, Cured-in-Place, 15" (Site 1)	850	If
2	Pipe, Cured-in-Place, 8" (Site 2)	186	If
3	Pipe, Cured-in-Place, 12" (Site 2)	561	If
4	Pipe, Cured-in-Place, 8" (Site 3)	296	If
5	Pipe, Cured-in-Place, 15" (Site 3)	1,097	If
6	Pipe, Cured-in-Place, 18" (Site 4)	395	If
7	Pipe, Cured-in-Place, 18" (Site 5)	185	If
8	Pipe, Cured-in-Place, 8" (Site 6)	564	If
9	Pipe, Cured-in-Place, 8" (Site 7)	952	If
10	Pipe, Cured-in-Place, 8" (Site 8)	874	If
11	Pipe, Cured-in-Place, 8" (Site 9)	200	If
12	Pipe, Cured-in-Place, 8" (Site 10)	612	If
13	Pipe, Cured-in-Place, 8" (Site 11)	628	If
14	Pipe, Cured-in-Place, 8" (Site 12)	663	If
15	Pipe, Cured-in-Place, 8" (Site 13)	587	If
16	Pipe, Cured-in-Place, 8" (Site 14)	139	If
17	Pipe, Cured-in-Place, 8" (Site 15)	606	If
18	Pipe, Cured-in-Place, 8" (Site 16)	311	If
19	Pipe, Cured-in-Place, 8" (Site 17)	937	If
20	Pipe, Cured-in-Place, 8" (Site 18)	225	If
21	Pipe, Cured-in-Place, 10" (Site 18)	179	If
22	Pipe, Cured-in-Place, 8" (Site 19)	207	If
23	MH Abandoned (over CIPP)	1	ea
24	MH, Rehab Liner	6	ea
25	Site Preparation	1	LS
26	Site Restoration	1	LS

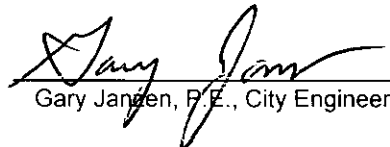
Construction Subtotal

Engineering & Inspection
Contingencies
Administration
Publication

Total Estimated Cost**\$515,000.00**

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____
(DATE)

City Clerk

666005 (620854) 468-85124

Page _____

EXHIBIT _____

PRELIMINARY ESTIMATE of the cost of:

Harry Court, with drainage to be installed where necessary to serve Harry's Landing Addition
(north of Harry, east of Rock)

All work done and all materials furnished to be in accordance with plans and specifications
on file in the office of the City Engineer.

LUMP SUM BID ITEMS

1	Excavation	4,601	cy
2	Compacted Fill (90% Density)	1,960	cy
3	Compacted Fill (95% Density)	1,470	cy
4	Mass Grading	1	LS
5	Maintain Existing BMPs	1	LS
6	Traffic Control	1	LS
7	Signing	1	LS
8	Seeding	1	LS
9	Site Clearing	1	LS
10	Site Restoration	1	LS

MEASURED QUANTITY BID ITEMS

11	AC Pavement 5" (3" Bit Base)	1,391	sy
12	Crushed Rock Base 5", Reinforced	1,856	sy
13	Concrete Pavement (VG) 7" (Reinf)	94	sy
14	Concrete C & G, Type 2 (3-5/8" RL & 1-1/2")	942	lf
15	Concrete C & G, Type 4 (6-5/8" & 1-1/2")	76	lf
16	Wheelchair Ramp w/ Detectable Warnings	2	ea
17	Inlet Hookup	2	ea
18	Sidewalk, Drive, &/or Pkg Lot Removed	617	sf
19	Pipe, SWS 12", RCP	458	lf
20	Pipe, SWS 15", RCP	240	lf
21	Pipe, SWS 18", RCP	205	lf
22	Inlet Underdrain	30	lf
23	Inlet, Curb (Type 1) (L=5' W=3')	2	ea
24	Inlet, Drop (Single)	6	ea
25	Inlet, Drop (Double)	1	ea
26	Rip-Rap, Light Stone	28	sy
27	BMP, Inlet Protection	9	ea
28	BMP, Back of Curb Protection	1,027	lf
29	Fill, Flowable	33	lf

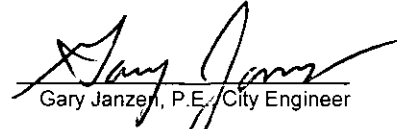
Construction Subtotal

Design Fee
Engineering & Inspection
Administration
Publication
Water Dept.

Total Estimated Cost**\$264,500.00**

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


Gary Janzen, P.E. City Engineer

Sworn to and subscribed before me this _____
(DATE)

City Clerk

490393 (766370) 472-85291

Page _____

EXHIBIT _____

City of Wichita
City Council Meeting
September 27, 2016

TO: Mayor and City Council

SUBJECT: Petition for Paving Improvements to Emerald Bay Estates 2nd Addition
(District VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the petition and budget, and adopt the resolution.

Background: The signatures on the petition represent 100% of the improvement district. The petition is a requirement for paving improvements and is valid per Kansas Statute 12-6a01.

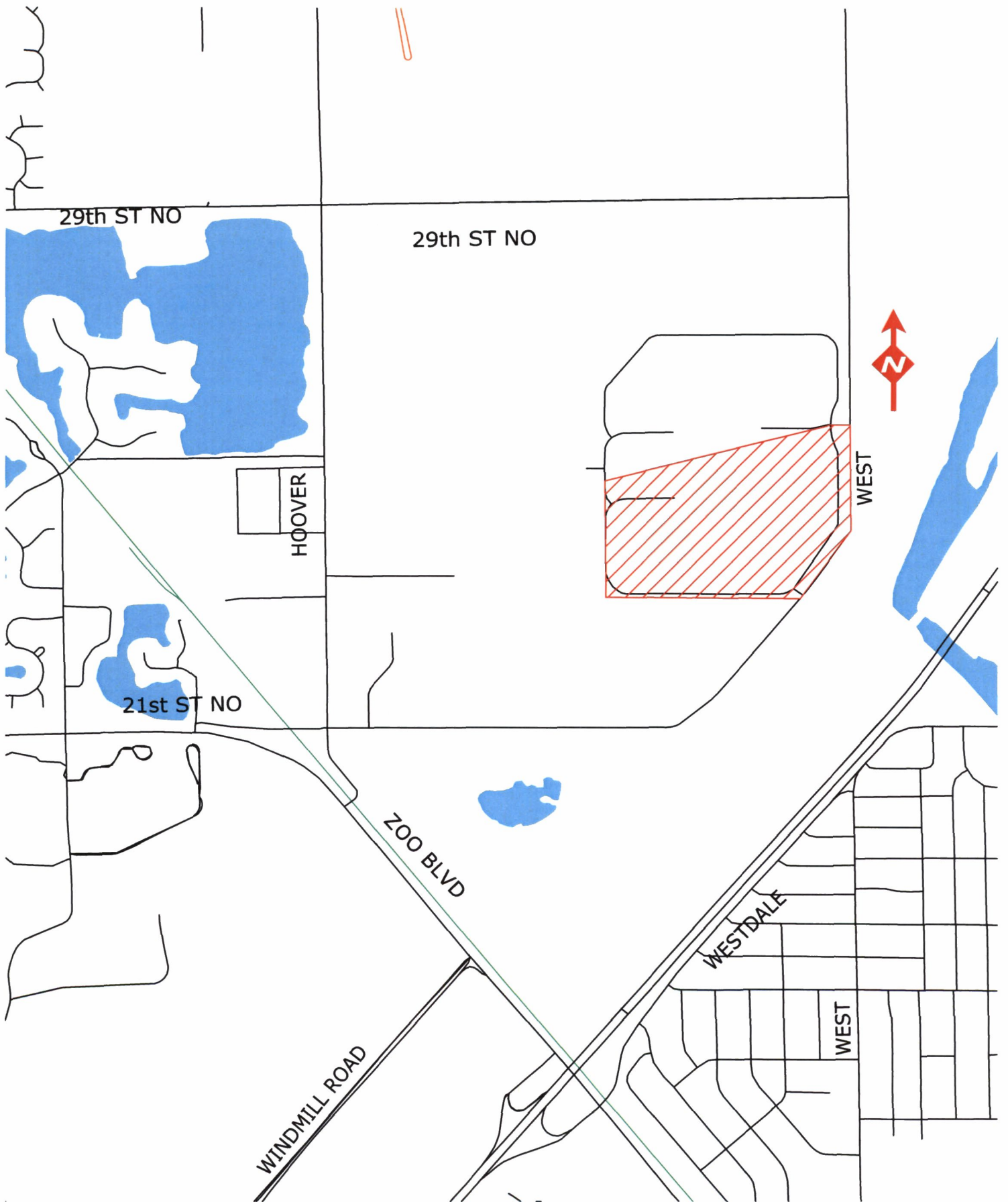
Analysis: The project will provide paving improvements to the last phase of a subdivision platted in 2009, which is required for the residential development located north of 21st Street North and west of West Street.

Financial Considerations: The petition total for the paving improvements is \$250,000. The funding source for the project is 100% special assessments.

Legal Considerations: The Law Department has reviewed and approved the petition and resolution as to form.

Recommendation/Actions: It is recommended that the City Council approve the petition and budget, adopt the resolution, and authorize the necessary signatures.

Attachments: Map, budget sheet, petition, and resolution.



Project Request

☐ CIP ☒ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT

☐ ORDERED BY WCC

☒ PETITION

PETITION PERCENTAGE: 100

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #:

FUND: 400 Street Improvements

SUBFUND: 490 Paving N.I.

ENGINEERING REFERENCE #: 472-85311

COUNCIL DISTRICT: 05 Council District 5

DATE COUNCIL APPROVED: 09-27-2016

REQUEST DATE:

PROJECT #:

PROJECT TITLE: Emerald Bay Estates 2nd Addition

PROJECT DETAIL #:

PROJECT DETAIL DESCRIPTION: Emerald Bay Estates 2nd Addition

OCA #:

OCA TITLE: Emerald Bay Estates 2nd Addition

PERSON COMPLETING FORM: Janis Edwards

PHONE #: 268-4548

PROJECT MANAGER: Julianne Kallman

PHONE #: 268-4236

☒ NEW BUDGET

☐ REVISED BUDGET

REVENUE

Object Level 3	Budget
9730 S.A. Bonds	\$250,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

REVENUE TOTAL: \$250,000.00

EXPENSE

Object Level 3	Budget
2999 Contractuals	\$250,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

EXPENSE TOTAL: \$250,000.00

NOTES: HOLD FOR LOC

SIGNATURES REQUIRED

DIVISION HEAD:

DEPARTMENT HEAD:

BUDGET OFFICER:

CITY MANAGER:

Print Form

DATE:

DATE:

DATE:

DATE:

RECEIVED

472-85311

AUG 16 '16

PETITION
Pavement – Emerald Bay Estates Second Addition

CITY CLERK OFFICE

TO: The Mayor and City Council (the “Governing Body”)
City of Wichita, Kansas

1. The undersigned, being a majority of the resident owners of record of the property liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the “City”), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the “Act”).

(a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of pavement on **PARADISE** from the north line of Lot 6, Block 2, Emerald Bay Estates Second Addition to the east line of Lot 31, Block 1, Emerald Bay Estates Second Addition with drainage to be installed where necessary, and incidental sanitary sewer and water line modifications as necessary.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: Two Hundred Fifty Thousand Dollars (\$250,000), exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

Emerald Bay Estates Second Addition, Wichita, Kansas

Lots 31- 38, Block 1

Lots 6 - 13, Block 2

(d) The proposed method of assessment is: equally per lot (16 lots).

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis or per the terms of a respread agreement submitted to the City of Wichita.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

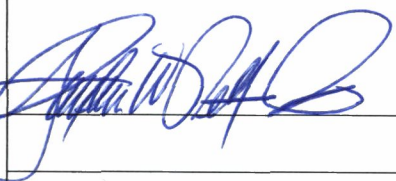
(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City’s Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

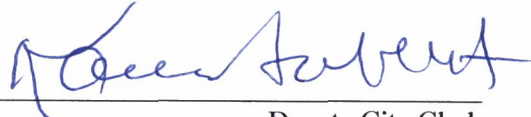
4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Property Owned Within Proposed Improvement District
	8/19/16	Lots 31-38, Block 1 Lots 6-13, Block 2 Emerald Bay Estates Second Addition

THIS PETITION was filed in my office on 8-16-16.




Deputy City Clerk

132019

(Published in the *Wichita Eagle*, on _____)

RESOLUTION NO. _____

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS – EMERALD BAY ESTATES SECOND ADDITION/NORTH OF 21ST STREET NORTH, WEST OF WEST STREET) (472-85311).

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*, (the "Act"); and

WHEREAS, the City Council (the "Governing Body") of the City hereby finds and determines that said Petition was signed by a **majority of the resident owners of record of the property** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

Construction of pavement on PARADISE from the north line of Lot 6, Block 2, Emerald Bay Estates Second Addition to the east line of Lot 31, Block 1, Emerald Bay Estates Second Addition with drainage to be installed where necessary, and incidental sanitary sewer and water line modifications as necessary (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Two Hundred Fifty Thousand Dollars (\$250,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

Emerald Bay Estates Second Addition, Wichita, Kansas

Lots 31-38, Block 1

Lots 6-13, Block 2

(d) The method of assessment is: **equally per lot (16 lots)**.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis or per the terms of a respread agreement submitted to the City of Wichita.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

Section 3. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on _____.

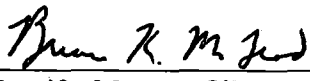
(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:



for Jennifer Magaña, City Attorney and Director of Law

(Published in the *Wichita Eagle*, on September 30, 2016)

RESOLUTION NO. 16-386

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS – EMERALD BAY ESTATES SECOND ADDITION/NORTH OF 21ST STREET NORTH, WEST OF WEST STREET) (472-85311).

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*, (the "Act"); and

WHEREAS, the City Council (the "Governing Body") of the City hereby finds and determines that said Petition was signed by **a majority of the resident owners of record of the property** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Findings of Advisability. The Governing Body hereby finds and determines that:

- (a) It is advisable to make the following improvements:

Construction of pavement on PARADISE from the north line of Lot 6, Block 2, Emerald Bay Estates Second Addition to the east line of Lot 31, Block 1, Emerald Bay Estates Second Addition with drainage to be installed where necessary, and incidental sanitary sewer and water line modifications as necessary (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Two Hundred Fifty Thousand Dollars (\$250,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

Emerald Bay Estates Second Addition, Wichita, Kansas

Lots 31-38, Block 1

Lots 6-13, Block 2

(d) The method of assessment is: **equally per lot (16 lots).**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis or per the terms of a respread agreement submitted to the City of Wichita.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

Section 3. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on September 27, 2016.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

City of Wichita
City Council Meeting
September 27, 2016

TO: Mayor and City Council

SUBJECT: Community Events – Interhab Power Up Conference (District I)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, the event promoter Christa Murphy, Interhab, is coordinating the Interhab Power Up Conference Food Truck Roundup with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Interhab Power Up Conference October 13, 2016 4:00 pm – 9:00 pm

- Waterwalk Place, Water Street to Wichita Street

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Legal Consideration: This action complies with the ordinance on street closures for community events.

Recommendation/Actions: It is recommended that the City Council approve the request subject to: 1) Hiring of off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing Certificate of Liability Insurance on file with the Community Events Coordinator.

City of Wichita
City Council Meeting
September 27, 2016

TO: Mayor and City Council

SUBJECT: Community Events – Prairie Fire Marathon 5K (Districts I and VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, the event promoter Bob Hanson, Greater Wichita Area Sports Commission, is coordinating the Prairie Fire Marathon 5K with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Prairie Fire Marathon 5K October 9, 2016 12:00 am – 5:00 pm

- Lewis/Waterman Street, Main Street to McLean Boulevard
- McLean Boulevard, Lewis/Waterman Street to Seneca Street
- Seneca Street, McLean Boulevard to Museum Boulevard
- Museum Boulevard, Seneca Street to Greenway Boulevard
- Greenway Boulevard, Second Street to Water Street
- Water Street, Second Street to Douglas Avenue
- Main Street, Second Street to Douglas Avenue
- Douglas Avenue, Main Street to McLean Boulevard

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Legal Consideration: This action complies with the ordinance on street closures for community events.

Recommendation/Actions: It is recommended that the City Council approve the request subject to: 1) Hiring of off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing Certificate of Liability Insurance on file with the Community Events Coordinator.

City of Wichita
City Council Meeting
September 27, 2016

TO: Mayor and City Council

SUBJECT: Community Events – Prairie Fire Half Marathon (All Districts)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, the event promoter Bob Hanson, Greater Wichita Area Sports Commission, is coordinating the Prairie Fire Half Marathon Run with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Prairie Fire Half Marathon October 9, 2016 12:00 am – 5:00 pm

- Lewis/Waterman Street, Main Street to McLean Boulevard
- McLean Boulevard, Lincoln Street to Douglas Avenue
- Douglas Avenue, McLean Boulevard to Clifton Avenue
- Clifton Avenue, Douglas Avenue to Waterman Street
- Waterman Street, Clifton Street to Circle Drive
- Circle Drive, Waterman Street to Bluff Street
- Bluff Street, Circle Drive to Lewis Street
- Lewis Street, Bluff Street to Glendale Street
- Glendale Street, Lewis Street to Waterman Street
- Waterman Street, Glendale Street to Edgemoor Street
- Edgemoor Street, Waterman Street to South Lexington Road
- South Lexington Road, Edgemoor Street to South Ridgecrest Street
- South Ridgecrest Street, South Lexington Street to Douglas Avenue
- Douglas Avenue, South Ridgecrest Street to Dellrose Street
- Dellrose Street, Douglas to Second Street
- Second Street, Dellrose Street to Emporia Street
- Emporia Street, Second Street to Pine Street
- Pine Street, Emporia Street to Santa Fe Avenue
- Santa Fe Avenue, Pine Street to Murdock Street
- Murdock Street, Santa Fe Avenue to Main Street
- Main Street, Murdock Street to 2nd Street
- Second Street/Central Avenue, Main Street to Seneca Street
- Seneca Street, Central Avenue to McLean Boulevard
- McLean Boulevard, Seneca Street to Lewis Street

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Legal Consideration: This action complies with the ordinance on street closures for community events.

Recommendation/Actions: It is recommended that the City Council approve the request subject to: 1) Hiring of off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing Certificate of Liability Insurance on file with the Community Events Coordinator.

City of Wichita
City Council Meeting
September 27, 2016

TO: Mayor and City Council

SUBJECT: Community Events – Prairie Fire Marathon (All Districts)

INITIATED BY: Division of Arts & Cultural Service

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, the event promoter Bob Hanson, Greater Wichita Area Sports Commission, is coordinating the Prairie Fire Marathon with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Prairie Fire Marathon October 9, 2016 12:00 am – 5:00 pm

- Lewis/Waterman Street, Main Street to McLean Boulevard
- McLean Boulevard, Lincoln Street to Douglas Avenue
- Douglas Avenue, McLean Boulevard to Clifton Avenue
- Clifton Avenue, Douglas Avenue to Waterman Street
- Waterman Street, Clifton Street to Circle Drive
- Circle Drive, Waterman Street to Bluff Street
- Bluff Street, Circle Drive to Lewis Street
- Lewis Street, Bluff Street to Glendale Street
- Glendale Street, Lewis Street to Waterman Street
- Waterman Street, Glendale Street to Edgemoor Street
- Edgemoor Street, Waterman Street to South Lexington Road
- South Lexington Road, Edgemoor Street to South Ridgecrest Street
- South Ridgecrest Street, South Lexington Street to Lynwood Street
- Lynwood Street, South Ridgecrest Street to Hampton Street
- Hampton Street, Lynwood Street to walking path
- Lakeside Boulevard, Willowbrook Road to South Mission Road
- South Mission Road, Lakeside Boulevard to Douglas Avenue
- Douglas Avenue, South Mission Road to Rutland Street
- Rutland Street, Douglas Avenue to Armour Avenue
- Armour Avenue, Rutland Street to Central Avenue
- Central Avenue, Armour Avenue to Broadmoor Avenue
- Broadmoor Avenue, Central Avenue to Doreen Street
- Doreen Street, Killarney Street to Donegal Street
- Donegal Street, Doreen Street to Rock Road

- Rock Road, Donegal Street to Polo Drive
- Polo Drive, Rock Road to South Magill Street
- Broadmoor Street, Polo Drive to Magill Street
- Magill Street, Broadmoor Street to Doreen Street
- Doreen Street, Magill Street to Oneida Street
- Oneida Street, Doreen Street to Post Oak Road
- Post Oak Road, Oneida Street to path
- Talleyrand Street/Tenth Street, path to Gretchen Lane
- Gretchen Lane, Tenth Street to Magill Street
- Magill Street, Gretchen Lane to Woodlawn Street
- Patricia Street, Woodlawn Street to Ninth Street
- Ninth Street, Patricia Street to Edgemoor Street
- Edgemoor Street, Ninth Street to Douglas Avenue
- Douglas Avenue, Edgemoor Street to Dellrose Street
- Dellrose Street, Douglas Avenue to Second Street
- Second Street, Dellrose Street to Emporia Street
- Emporia Street, Second Street to Pine Street
- Pine Street, Emporia Street to Santa Fe Avenue
- Santa Fe Avenue, Pine Street to Murdock Street
- Murdock Street, Santa Fe Avenue to Main Street
- Main Street, Murdock Street to Eighth Street
- Eighth Street, Main Street to Back Bay Boulevard
- Back Bay Boulevard, Eighth Street to Ninth Street
- Ninth Street, Back Bay Boulevard to Oak Park Drive
- Oak Park Drive, Ninth Street to Forest Avenue
- Forest Avenue, Oak Park Drive to 12th Street
- Oak Park Drive, 12th to 11th Street
- 11th Street, Oak Park Drive to West River Boulevard
- West River Boulevard, 11th Street to Murdock Street
- Stackman Drive, Murdock Street to Sim Park Drive
- Sim Park Drive, Stackman Drive to Murdock Street
- Murdock Street, Sim Park Drive to Amidon Avenue
- Amidon Avenue, Murdock Street to 12th Street
- 12th Street, Amidon Avenue to Perry Street
- Perry Street, 12th Street to 13th Street
- 13th Street, Perry Street to McLean Boulevard
- McLean Boulevard, 13th Street to Douglas Avenue

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Legal Consideration: This action complies with the ordinance on street closures for community events.

Recommendation/Actions: It is recommended that the City Council approve the request subject to: 1) Hiring of off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing Certificate of Liability Insurance on file with the Community Events Coordinator.

City of Wichita
City Council Meeting
September 27, 2016

TO: Mayor and City Council

SUBJECT: Community Events – Prairie Fire Marathon Set-up (District I)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, the event promoter Bob Hanson, Greater Wichita Area Sports Commission, is coordinating the Prairie Fire Marathon with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Prairie Fire Marathon Set-up October 8, 2016 10:00 am – October 9, 2016 5:00 pm

- Lewis/Waterman, Wichita Street to Water Street

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Legal Consideration: This action complies with the ordinance on street closures for community events.

Recommendation/Actions: It is recommended that the City Council approve the request subject to: 1) Hiring of off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing Certificate of Liability Insurance on file with the Community Events Coordinator.

**City of Wichita
City Council Meeting
September 27, 2016**

TO: Mayor and City Council

SUBJECT: Take-or-Pay Provision on the Wholesale Water Sales Agreement (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Authorize necessary signatures for a letter of agreement that modifies the wholesale water sales contract between El Paso Water Company, Inc., the City of Derby, and the City of Wichita, dated June 5, 2001.

Background: The City of Wichita entered into agreement with El Paso Water Company and the City of Derby on June 5, 2001. The contract states that El Paso Water Company agrees to take and pay for or to pay for as tendered, and Wichita agrees to supply, on an annual basis 100 percent of the potable water supplied by El Paso to its domestic, commercial and industrial customers through its existing distribution system.

In October 2013, El Paso Water Company, Inc. approached the City of Wichita to discuss a modification to the take-or-pay provision of the current wholesale water contract.

Analysis: Currently, El Paso Water Company is the only wholesale water contract that has a 100 percent take-or-pay provision. All other wholesale water contracts that have a take-or-pay provision have a 50 percent provision. At this time, a modification to the take-or-pay provision is proposed for the remainder of the El Paso Water Company contract, ending November 30, 2022. Reducing the provision from 100 to 50 percent, does not penalize for conservation.

Financial Considerations: Based on a typical year of El Paso Water Company's water usage adjusted for growth, there would be no impact to water revenue or rates. The rate model developed during the 2015 COSA based utility rates on actual usage, not the take-or-pay provision. Therefore, the rate increases modeled last year assume that Derby's usage (and corresponding revenue) is consistent with prior years, which are below the 100% take-or-pay projection from the contract. And we are not counting on getting any revenue from Derby to fulfill take-or-pay terms. So a reduction in the take-or-pay amount has no impact on rates, since it wasn't considered as a factor in the 2015 COSA.

Not including take-or-pay revenue in the COSA was deliberate. The City has not received revenue from Derby under the take-or-pay for the past few years, as they have been granted temporary waivers dating back to 2013. There has been prior discussion about making this a permanent change in their contract. We knew this issue would be revisited again in 2016 as part of ongoing water conservation efforts. And we wanted to be sure to keep the option open for aligning their take-or-pay with all of our other wholesale agreements, and thus did not count on any take-or-pay revenue going forward.

Legal Considerations: The Law Department has reviewed and approved the letter of agreement as to form.

Recommendations/Actions: It is recommended that the City Council authorize necessary signatures to modify the wholesale water sales contract between El Paso Water Company, Inc., the City of Derby, and the City of Wichita dated, June 5, 2001.

Attachment: Letter of Agreement.



Department of Public Works & Utilities

July 1, 2016

Kathy Sexton
El Paso Water Company, Inc., President
611 Mulberry
Derby, KS 67037

RE: Take or Pay Provision

Dear Ms. Sexton,

Last year, a modification was made to the "take or pay" provision (Articles 3.1, 3.3 and 6.5) concerning the wholesale water agreement between El Paso Water Company, Inc., City of Derby and City of Wichita dated June 5, 2001, for the period of January 1, 2016 through November 30, 2022.

After further discussion, the City of Wichita has agreed to further extend the previous modification for the remainder of your current contract. Therefore, the "take or pay" provision has been reduced from 100% to 50% through November 30, 2022. The El Paso Water Company Inc. and the City of Derby will continue to be bound by all other terms of the wholesale water sales agreement with the City of Wichita.

If you are in agreement with these terms, please acknowledge by providing signatures for the president of El Paso Water Company, Inc and the governing body of the City of Derby on a copy of this letter and return to:

Public Works & Utilities – Business Operations
City of Wichita
455 N Main
Wichita, KS 67202

Sincerely,

Joe Pajor
Assistant Director of Public Works & Utilities

Office of the Director

City Hall • Eighth Floor • 455 North Main • Wichita, Kansas 67202-1606

T 316.268.4422 W www.wichitagov.org



Department of Public Works & Utilities

June 29, 2016

The Board of Directors for El Paso Water Company, Inc. and the City of Derby accepts the terms of the reduction of the take or pay provision from 100 percent to 50 percent for the remainder of their current contract, ending November 30, 2022.

City of Wichita, Kansas

BY: _____

PRINT NAME: _____

DATE: _____

ATTEST

Karen Sublett, City Clerk

El Paso Water Company, Inc.

BY: Kathleen B. Sexton

PRINT NAME: Kathleen B. Sexton

DATE: 8-24-16

City of Derby, Kansas

BY: Kathleen B. Sexton

PRINT NAME: Kathleen B. Sexton

DATE: 8-24-16

APPROVED AS TO FORM:

Brian R. Magana

for Jennifer Magana, Director of Law

Office of the Director

City Hall • Eighth Floor • 455 North Main • Wichita, Kansas 67202-1606

T 316.268.4422 W www.wichitagov.org

**City of Wichita
City Council Meeting
September 27, 2016**

TO: Mayor and City Council

SUBJECT: Print Vendor for Water Bills (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the print vendor for the printing and mailing of water bills, notifications, and letters.

Background: The City of Wichita entered into an agreement with High Cotton USA, Inc. DBA High Cotton on June 9, 2009 based on the Request for Proposal (RFP) approved by the City Council. The scope of services was for outsourcing utility bills, print shop, and mail room services. High Cotton received the contract to print and mail utility bills. The term of the contract was for one-year with an option to renew for four successive one-year terms by mutual agreement of both parties. The contract was scheduled to expire December 31, 2014; however, the City Council approved an extension of the contract through December 31, 2016.

Analysis: Public Works & Utilities issued a RFP for a new bill print vendor. The staff screening and selection committee followed the standard timeline for the RFP process. Nine proposals were received. The staff screening and selection committee evaluated all the proposals and interviewed the top four. High Cotton was recommended as the vendor of choice to award the contract for the processing of water bills based on expertise, qualifications, and knowledge of current and future billing software and practices used by the Water Utilities. High Cotton was also the lowest cost proposal.

1. High Cotton will receive a file electronically and process and mail the water bills using the lowest automation rates for postage.
2. High Cotton will provide all equipment necessary to process the water bills at a competitive price.

Financial Considerations: The current cost for the bill printing services is approximately \$1 million annually. The proposed cost with High Cotton providing the services is estimated to provide an annual savings of \$48,000.

Legal Considerations: The Law Department has reviewed and approved the contract as to form.

Recommendation/Actions: It is recommended that the City Council approve the contract with High Cotton and authorize the necessary signatures.

Attachment: Contract.

**CONTRACT
for
OUTSOURCING UTILITY BILLING PRINT SERVICES**

BLANKET PURCHASE ORDER NUMBER – BP640055

THIS CONTRACT entered into this 13th day of September, 2016, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and **HIGH COTTON USA, INC. DBA HIGH COTTON** (Vendor Code Number 823483-001) 2901 Alton Way, PO Box 101568, Birmingham, Alabama 35219, Telephone Number (205) 838-2345, hereinafter called "**CONTRACTOR**".

WITNESSETH:

WHEREAS, the **CITY** has solicited proposals for **Outsourcing Utility Billing Print Services** for the Public Works & Utilities Department / Customer Service Division (Formal Proposal – FP640027); and

WHEREAS, **CONTRACTOR** has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY**.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services.** **CONTRACTOR** shall provide to the **CITY** all those services specified in its response for Outsourcing Utility Billing Print Services for Formal Proposal Number – FP640027, which are incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the proposal letting process for Formal Proposal – FP640027, shall be considered a part of this contract and is incorporated by reference herein.

2. **Compensation.** **CITY** agrees to pay to **CONTRACTOR** for **Outsourcing Utility Billing Print Services** as per the proposal, plans, specifications, addenda and Contractor's proposal of July 8, 2016 and as approved by the City Council on September 13, 2016.

DESCRIPTION	PRICE PER UNIT COST
BILL MAILER WITH RETURN ENVELOPE	
Laser 11" Bill Envelope Mailer W/Perf	\$0.0500
Laser 11" Bill Envelope Mailer	\$0.0225
Bill Mailer Packet Price	
TOTAL:	\$0.0725 per one-page bill mailer

BILL MAILER WITHOUT RETURN ENVELOPE

Laser 11" Bill Envelope Mailer W/Perf	\$0.0403
Insert 11" Bill Envelope Mailer	\$0.0225
Bill Mailer Packet Price	TOTAL: \$0.0628 per one-page bill mailer

SECURE DOUBLE POSTCARD (MAILS AT USPS CARD RATE)

Laser Secure Postcard Mailer	\$0.0400
Fold, Perforate and Glue Seal Postcard Mailer	\$0.0500
Bill Mailer Packet Price	TOTAL: \$0.0900 per each

Note: Postage is applied for Letter and Card Rate at the lowest USPS qualifying rate.

SEE ADDITIONAL FEES FOR PROFESSIONAL SERVICES AS PER EXHIBIT B of BP CONTRACT.

a. **Postage.** The "City" agrees to furnish and pay all postage charges with respect to any and all materials mailed and processed pursuant to this Agreement. A postage deposit equal to the estimated cost of two (2) months of mailing will be required prior to the commencement of services for the "City" and shall be maintained at the level throughout the term of this Agreement. High Cotton is authorized to expend funds from the postage deposit, and the "City" will promptly reimburse the postage deposit fund, for any withdrawals made by High Cotton to pay for postage.

3. **Term.** The term of this contract shall be from **January 1, 2017 through December 31, 2017** with an option to renew for four (4) successive one (1) year terms by mutual agreement of both parties. This contract is subject to cancellation by the **CITY**, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **CONTRACTOR**.

4. **Indemnification and Insurance.**

CONTRACTOR shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons, property or other liability loss arising from or caused by errors, omissions or negligent acts of **CONTRACTOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

1. Commercial General Liability

Covering premises---operations, xcu hazards, Product/Completed Operations, Broad Form Property Damage and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$500,000 Each Occurrence \$500,000 Each Aggregate
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Property Damage Liability	\$500,000 Each Occurrence \$500,000 Each Aggregate
---------------------------	---

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 Each Occurrence \$500,000 Each Aggregate
---	---

2. Comprehensive Automobile Liability

All Owned, Non-Owned, and Hired vehicles with minimum limits as follows:

Bodily Injury Liability	\$500,000 Each Accident
Property Damage Liability	\$500,000 Each Accident

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 Each Accident
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3. Workers' Compensation

Statutory

Employers Liability	\$100,000 Each Accident \$500,000 Aggregate \$100,000 Occupational Disease
---------------------	--

The Insurance Certificate must contain the following:

The City of Wichita shall be added as primary and non-contributory additional insured. The policy shall also provide coverage for contractor's/vendor's contractual obligations created in the Agreement. Coverage shall be the greater of the requirements stated here or the contractor's existing policy.

5. **Independent Contractor.** The relationship of the **CONTRACTOR** to the **CITY** will be that of an independent contractor. No employee or agent of the **CONTRACTOR** shall be considered an employee of the **CITY**.

6. **Compliance with Laws.** **CONTRACTOR** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract.

7 **No Assignment.** The services to be provided by the **CONTRACTOR** under this Contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.

8. **Non-Discrimination.** **CONTRACTOR** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment/Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

9. **Third Party Rights.** It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Contract to create in the public or any member thereof the rights of a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.

10. **No Arbitration.** The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

11. **Governing Law.** This contract shall be interpreted according to the laws of the State of Kansas. The parties agree that this contract has been created in Kansas.

12. **Representative's Authority to Contract.** By signing this contract, the representative of the contractor or **CONTRACTOR** represents the he or she is duly authorized by the contractor or **CONTRACTOR** to execute this contract, and that the contractor or **CONTRACTOR** has agreed to be bound by all its provisions.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

ATTEST:


CITY OF WICHITA, KANSAS

Karen Sublett
City Clerk

Jeff Longwell
Mayor

APPROVED AS TO FORM:

**HIGH COTTON USA, INC
DBA HIGH COTTON**



Jennifer Magana
City Attorney & Director of Law



Signature

THOMAS S. MCGAHEN

Print Signature Name

PRESIDENT

Title (President or Corporate Officer)

EXHIBIT A

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, Contractor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, Contractor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or Contractor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The Contractor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The Contractor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the Contractor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The Contractor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the Contractor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the Contractor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The Contractor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subcontractor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, Contractors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those Contractors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, Contractor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

EXHIBIT B

Proposed lump sum fee for professional services

This section contains pricing as stated in Addendum #2, question #42, pricing and fees such as; set-up fee, additional services, one-time fees, etc.

Setup Fee

\$ 0 no charge, waived

Although the City of Wichita is currently setup and in production there will be some required changes that need addressing once the new PDF file format is ready to be delivered. Which High Cotton will setup, test and implement at no charge.

Additional Services

House-Holding (combining of addresses matched)	\$ 0	no charge, free service
USPS Flat Rate Box (used for bills that contain 49 + physical pages)	\$ 0	no charge per box
Additional 11" Laser Pages	\$ 0.0500	per each
9" x 12" Single Window Envelope	\$ 0.2518	per each
NCOA Link18 (Includes report of corrected back in XML)	\$ 0.0300	per corrected
Insertion of non-selective inserts	\$ 0.0070	per each
Insertion of selective inserts	\$ 0.0100	per each
Modifications	\$ 50.00	per modification
Custom Programming	\$ 125.00	per billable hour

Generic Material Fees

NO.10 double window envelope with security tint	\$ 0.0140	per each
NO.9 single window with poly – with security tint	\$ 0.0097	per each
Postcard stock	\$ 0.0320	per each
8 ½" x 11" 24lb plain white, perforated	\$ 0.0091	per each

NOTE, the above Generic Material Fees are already included in the presented price that makes up the total price listed above in the Description of Bill Mailer and Secure Double Postcard.

City of Wichita
City Council Meeting
September 27, 2016

TO: Mayor and City Council

SUBJECT: Supplemental Agreement No. 3 for Kellogg and I-235 Interchange (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve Supplemental Agreement No. 3.

Background: On November 20, 2012, a three-party agreement between the City of Wichita, Sedgwick County, and the Kansas Department of Transportation (KDOT) was approved by the City Council, which provided improvements to the Kellogg and I-235 interchange. Supplemental Agreement No. 1 was approved by the City Council on September 1, 2015 and Supplemental Agreement No. 2 was approved by the City Council on June 21, 2016.

Analysis: A supplemental agreement to the three-party agreement with KDOT and Sedgwick County will allow the existing Atchison, Topeka and Santa Fe (AT&SF) Railroad Bridge to remain in place with the interchange project. This bridge has been identified as a key component to the Prairie Traveler's bike path, to allow connectivity to other parts of the bicycle network.

Financial Considerations: The City will be responsible for future maintenance and shall be responsible for removal of the bridge if KDOT determines it necessary for future projects. The estimated cost for removal of the bridge at a later date, if necessary, is \$50,000. Yearly maintenance costs will vary, depending on the nature of future improvements, but are not expected to exceed \$500/year for the life of the bridge

The conversion of the abandoned railroad bridge to a bike/pedestrian bridge will be funded by bike enhancement budgets, federal grants, or private funding. There is no direct cost to the City associated with this agreement.

Legal Considerations: Supplemental Agreement No. 3 has been reviewed and approved as to form by the Law Department.

Recommendation/Actions: It is recommended that the City Council approve Supplemental Agreement No. 3 and authorize the necessary signatures.

Attachment: Supplemental Design Agreement No. 3.

PROJECT NO. 235-87 KA-0161-04
NHPP-2351(197)
INTERCHANGE IMPROVEMENTS
CITY OF WICHITA, KANSAS
SEDGWICK COUNTY, KANSAS

S U P P L E M E N T A L A G R E E M E N T N o . 3

This Agreement made and entered into effective the date signed by the Secretary or designee, by and among the City of Wichita, Kansas (the "City"), Sedgwick County, Kansas (the "County"), and the Secretary of Transportation of the state of Kansas, (the "Secretary"). Collectively referred to as the "Parties."

RECITALS:

- A. The Parties entered into an Agreement dated December 5, 2012, (the "Original Agreement") for reconstruction of the I-235/US-54/US-400/Kellogg Avenue interchange and reconstruction of West Street interchange (Project No. 235-87 KA-0161-04).
- B. The Parties entered into a Supplemental Agreement No. 1 dated October 5, 2015 to add responsibilities for the Secretary and the City regarding certain waterline relocations that were not contemplated under the Original Agreement.
- C. The Parties entered into a Supplemental Agreement No. 2 dated August 22, 2016, to more accurately reflect the County's portion of the project funding.
- D. The Parties mutually desire to further supplement the Original Agreement to add the responsibilities regarding an abandoned railroad bridge on the Project.

NOW, THEREFORE, the Parties agree as follows:

1. On page 7 of the Original Agreement. Article IV. THE PARTIES MUTUALLY AGREE, is revised to add new paragraph 9, to read as follows:

9. With regard to the abandoned railroad bridge located over the Wichita Valley Center Floodway, south of US-54 on the Project, the Secretary agrees to not remove the bridge as required by the original Design Plans. The City assumes ownership and jurisdiction over the abandoned railroad bridge and will at its own costs and expense, maintain, including snow removal if required by law, and make ample provisions for maintenance. If the Secretary, in the Secretary's sole judgment determines that continued use of the bridge is or will interfere with KDOT's use of its Right of Way, Right of Way is needed for future phases of the Project, or the bridge is otherwise rendered impractical, inconvenient, or unsafe for use by the traveling public, the City will remove the bridge and restore the KDOT Right of Way. The City also agrees, to the extent permitted by law, to defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives as well as the County and the County's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the abandoned railroad bridge by the City, the City's employees, agents, subcontractors or its consultants.

THIS SUPPLEMENTAL AGREEMENT shall not be construed to alter, modify, or void the terms, provisions or conditions of the Original Agreement, incorporated herein by reference, except as herein specifically provided.

IN WITNESS WHEREOF the Parties have caused this Supplemental Agreement to be signed by their duly authorized officers.

ATTEST:

THE CITY OF WICHITA, KANSAS

CITY CLERK (Date)

MAYOR

(SEAL)

ATTEST:

SEDGWICK COUNTY, KANSAS
BOARD OF COUNTY COMMISSIONERS

for Karen B. Seeg

COUNTY CLERK (Date)
(SEAL)

James A. Jacob

CHAIRPERSON

Approved As To Form
Misha C. Jacob-Warren

Jennifer Magaña, City Attorney and
Director of Law

Kansas Department of Transportation
Secretary of Transportation

By: _____
Catherine M. Patrick, P.E. (Date)
State Transportation Engineer

City of Wichita
City Council Meeting
September 27, 2016

TO: Mayor and City Council

SUBJECT: Agreement to Respread Assessments: Nahola Addition
(District VI)

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Approve the agreement.

Background: The landowners, Nancy J. Loescher and Donaldson-Loescher Living Trust, have submitted an agreement to respread special assessments within the Nahola Addition.

Analysis: The land was originally included in an improvement district for a water distribution system on three lots. The purpose of the agreement is to respread the special assessments on a pro-rated per square-foot basis on lots 1 and 2 and remove the assessment from lot 3. Without the respread agreement, the assessments will remain on all three lots.

Financial Considerations: There is no cost to the City.

Legal Considerations: The agreement has been reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the agreement and authorize the necessary signatures.

Attachment: Respread agreement.

AGREEMENT
BY AND BETWEEN

THE CITY OF WICHITA, KANSAS
Party of the First Part

And

Nancy J. Loescher
Party of the Second Part

And

Donaldson-Loescher Living Trust
Party of the Third Part

WHEREAS, Party of the First Part has constructed certain municipal improvements serving NAHOLA ADDITION, Wichita, Sedgwick County, Kansas within the city limits of the City of Wichita; and

WHEREAS, Party of the Second Part is developing Lots 1 and 2, Block 1, NAHOLA ADDITION, Wichita, Sedgwick County, Kansas; and

WHEREAS, Party of the Second Part is the landowner of all or part of the improvement district that is being developed; and desires that a reassessment be made; and

WHEREAS, Party of the Third Part is the landowner of all or part of the property that is currently developed; and desires that a reassessment be made; and

WHEREAS, Party of the First Part, Party of the Second Part, and Party of the Third Part are all desirous of accomplishing such a reassessment.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. Lots 1-4, Block 1, and Lot 1, Block 2, Mission Addition to Wichita, Sedgwick County, Kansas were part of the improvement district for the following City project:

Project No. 448-90597

Said Addition has been subsequently replatted in its entirety as Lots 1-3, Block 1, Nahola Addition to Sedgwick County, Kansas.

2. The Parties agree to make a reassessment for said project in the following manner:

The cost of improvements for Project No. 448-90597 currently assessed to Lot 3, Block 1, NAHOLA Addition shall be respread on a pro-rated per square foot basis to Lots 1 and 2, Block 1, NAHOLA Addition.

Lot 1, Block 1 (99527 sf) (70.9%)

Lot 2, Block 1 (40827 sf) (29.1%)

3. The Parties of the Second Part and Third Part are the owners of the property described in Section One above and said Parties of the Second Part and Third Part hereby waive the notice and hearing requirements of K.S.A. 12-6a12 (b) with respect to the reassessment herein described.

4. The Parties of the Second Part and Third Part further waive their right to appeal the special assessments for the above mentioned projects (including this described reassessment) and agree that no suit to set aside said assessment shall be brought by them nor shall they in any other way bring an action to question the validity of the proceedings taken by the Party of the First Part in levying the special assessments therefore.

5. The Parties of the Second Part and Third Part further agree that they will indemnify the Party of the First Part against any and all costs, expenses, claims and adjustments for which the Party of the First Part is held responsible or which are entered against the Party of the First Part arising out of or as a result of the reassessment herein described.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement the _____ of _____, 2016.

THE CITY OF WICHITA, KANSAS

Approved as to form:

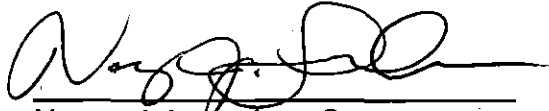
Jennifer K. Magaña
Jennifer Magaña
Director of Law

Jeff Longwell, Mayor
Party of the First Part



Attest:

City Clerk

NANCY J. LOESCHER


Nancy J. Loescher, Owner

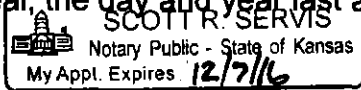
DONALDSON-LOESCHER LIVING TRUST

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 12th day of August, 2016, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Nancy J. Loescher, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged to me the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.




Notary Public

My Appointment Expires:
12/7/16

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 17th day of August, 2016,
before me, the undersigned, a Notary Public, in and for the County and State
aforesaid, came Nancy J. Loescher and
Holly M. Donaldson, personally known to me to be the same
person who executed the within instrument of writing and such person duly
acknowledged to me the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official
seal; the day and year last above written.



[Signature]
Notary Public

My Appointment Expires:

12/7/2016

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this _____ day of _____, 2015,
before me, the undersigned, a Notary Public, in and for the County and State
aforesaid, came Jeff Longwell to me personally known, being first by me duly
sworn, did say that he is the Mayor of the CITY OF WICHITA, KANSAS, a Kansas
municipal corporation, and he acknowledges said instrument to be the free act and
deed of such corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official
seal; the day and year last above written.

Notary Public

My Appointment Expires:

City of Wichita
City Council Meeting
September 27, 2016

TO: Mayor and City Council

SUBJECT: Amended Agreement for Legal Services with Hite, Fanning & Honeyman L.L.P.

INITIATED BY: Department of Law

AGENDA: Consent

Recommendation: Approve the amended agreement with Hite, Fanning & Honeyman L.L.P. to provide outside legal counsel to assist the City Attorney in representation of the legal interests of the City.

Background: In May 2014, the City of Wichita entered into an agreement, not to exceed \$25,000, approved by the City Manager, with Hite, Fanning & Honeyman L.L.P. A supplemental agreement not to exceed \$50,000 was approved by the City Council in November 2014. The agreement was for legal services to assist the City Attorney in connection with the representation of a former Wichita Police Department officer in Dawn Herrington, et al. v. City of Wichita, et al., U.S. District Court Case No.: 14-CV-1094. The funds under the supplemental agreement have been expended.

Analysis: The proposed amended agreement will provide the necessary funding for the continued employment of Hite, Fanning & Honeyman L.L.P. to assist the City Attorney in connection with the representation of the officer.

Based on the high quality of services provided by the law firm and the continued need for its specialized assistance, it is recommended that the firm be retained for the completion of all matters with which it is involved regarding this case. The current firm has not increased its rates or fees since the contract was entered into in 2014.

Financial Considerations: The amended agreement is for an additional amount not to exceed \$100,000. The hourly rate and expense items for the legal consultation services are the same as the original contract. Funding for all contracts, in an amount not to exceed \$175,000 will be paid from the Tort Claim Fund. The Finance Department is authorized to make any necessary budget adjustments.

Legal Considerations: The Law Department has drafted the supplemental agreement and has approved it as to form.

Recommendations/Actions: It is recommended that the City Council approve the supplemental agreement, authorize the Mayor to sign, and approve any necessary budget adjustments.

Attachment: Second Supplemental Agreement for Professional Services.

SECOND SUPPLEMENTAL
AGREEMENT FOR PROFESSIONAL SERVICES

By and Between

THE CITY OF WICHITA, KANSAS

and

for and on behalf of its Department of Law (hereinafter called "City Attorney"), and

HITE, FANNING & HONEYMAN L.L.P. (hereinafter called "Attorney")

THIS AGREEMENT made and entered into on this ____ day of September, 2016, is an amendment to the Agreement originally executed May 2014 hereinafter (the "Initial Agreement"), and subsequently amended November 2014 by and between the City of Wichita, Kansas (hereinafter the "City") and Hite, Fanning & Honeyman L.L.P. (hereinafter the "Attorneys").

WITNESSETH:

WHEREAS, pursuant to the Initial Agreement, the Attorneys were retained by the City to provide legal services for the representation of a former Wichita Police Department officer in *Herrington v. City of Wichita, et. al.*

WHEREAS, the initial amount authorized as compensation for the Attorneys in the Initial Agreement was for a sum not to exceed \$25,000.00, and the subsequent agreements provided for additional expenditures of \$50,000.00; and

WHEREAS, it has become necessary to amend the Initial Agreement to permit additional expenditures of an amount not to exceed \$100,000.00 for legal services

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between the parties hereto as follows:

1. Paragraph 2 of the original Agreement is hereby modified and amended to read as follows:

The total compensation pursuant to this contract shall not exceed the sum of one hundred seventy-five thousand dollars (\$175,000) unless specifically authorized by the City Council of the City of Wichita, Kansas.

2. In all other respects, the terms and provisions of the original Agreement, as amended, between the parties hereto shall remain in force and effect as the same were originally approved by the parties in the original Agreement.

IN WITNESS WHEREOF, this Second Amended Agreement has been executed the day and year first above written.

HITE, FANNING & HONEYMAN L.L.P.

Arthur Chalmers
Partner

THE CITY OF WICHITA, KANSAS

Jeff Longwell
Mayor

Attest:

Karen Sublett
City Clerk

Approved as to Form:

Jennifer Magaña
City Attorney and Director of Law

**City of Wichita
City Council Meeting
September 27, 2016**

TO: Mayor and City Council

SUBJECT: Contract for Wichita Intervention Program Instructor

INITIATED BY: Municipal Court

AGENDA: Consent

Recommendation: Approve the contract.

Background: State statute requires first conviction drunk drivers to be incarcerated for 48 hours and attend alcohol intervention classes. In 1984, Municipal Court established the Wichita Intervention Program (WIP) which provides incarceration and intervention classes in a setting outside of jail. The City of Wichita Intervention Program was the second intervention program in the nation and the first in Kansas.

Offenders in the program are confined for 48 hours at a local hotel and must attend 21 hours of lectures, group sessions, and presentations by guest speakers. Participants also complete a self-assessment. An instructor, certified as an alcohol and drug counselor, leads the intervention process. The instructor also provides direction to security guards and acts as liaison to the hotel manager. Historically, the one-year program recidivism rate is less than 2%. In 2015, the one-year recidivism rate was less than 1%.

Analysis: A request for proposals (RFP) was released and only the current contractor, Heartstone Substance Abuse Services, responded. Staff has reviewed the proposal and has determined that it meets the requirements set out in the request for proposal. Heartstone has spent over 20 years providing educational services to Driving Under the Influence (DUI) offenders, and has been the primary WIP facilitator since inception of the program.

Financial Considerations: The Wichita Intervention Program is funded from the General Fund. A \$250 participant fee is collected prior to attendance and offsets program costs. In response to the request for proposal, Heartstone submitted a weekend rate of \$1,065.48, compared to the current cost of \$1,024.24. The term of the contract is for one year with options to renew the contract under the same terms and conditions for four successive one year terms. The proposed contract includes a two percent (2%) annual increase. Participant fees will cover the small increase in the contract amount. The 2016 revised budget for the Wichita Intervention Program is \$373,188. With approval of this contract, increased costs will be absorbed within the Municipal Court's budget.

Legal Considerations: The Law Department has reviewed and approved the contract as to form.

Recommendations/Actions: It is recommended that the City Council approve the contract and authorize the necessary signatures.

Attachment(s): Contract with Hearstone Substance Abuse Services.

AGREEMENT

By and Between

CITY OF WICHITA, KANSAS

And

HEARTSTONE SUBSTANCE ABUSE SERVICES

THIS AGREEMENT, made and entered into this September 20, 2016, by and between the CITY OF WICHITA, KANSAS, a municipal corporation of the State of Kansas, having its principal office at 455 N. Main, Wichita, Kansas, 67202, hereinafter referred to as "First Party", and HEARTSTONE SUBSTANCE ABUSE SERVICES, having its principal office located at 1825 N. Cramer, Wichita, Kansas, 67212, hereinafter referred to as "Second Party";

WITNESSETH:

WHEREAS, the City of Wichita, Kansas, has established a Wichita Intervention Program of structured counseling and behavior for persons convicted of driving under the influence, who have been sentenced to serve their term of confinement at a Court designated facility, in Wichita, Kansas, or who have been placed on diversion because of an arrest for driving under the influence of liquor, and

WHEREAS, the Second Party has agreed, as an independent contractor and not as an agent or employee of the City of Wichita, Kansas, to furnish services as hereinafter set out in furtherance of such program.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. PURPOSE

The purpose of this Agreement is to engage Second Party to provide primary instructor services to those persons sentenced to, or ordered to, the Court designated facility in Wichita, Kansas, under the Wichita Intervention Program as described in Request for Proposal No. FP640039. This contract incorporates all provisions and requirements of Request for Proposal No. FP640039.

2. COMPENSATION:

First party agrees to make payment to Second Party for services performed as outlined in paragraph 5 hereof, and per the specifications and response provided for in the Request for Proposal No. FP640039, the sum of forty dollars and ninety-eight cents (\$40.98) per hour for each man-hour spent in providing such services. The City agrees to a two percent (2%) cost of living adjustment at the beginning of each renewal period. Payment will be made to the Second Party once each month based upon the total man-hours expended. The scheduling of personnel necessary to perform the services required herein shall be subject to the prior approval of the Wichita Municipal Court.

3. DURATION

The term of this contract shall be in effect from September 27, 2016, through September 26, 2017, with options to renew the contract under the same terms and conditions for four successive one year terms by mutual agreement of both parties. In the event the First Party wishes to renew the agreement, a written notice of intent to renew shall be provided to Second Party at least sixty (60) days prior to the end of the then current term of the agreement.

4. NONDISCRIMINATION

No distinction on the grounds of race, color, sex, or national origin will be made in the manner of providing services under the terms of this agreement. The Second Party agrees to comply with the City of Wichita Administrative Regulation No. 23, "Revised Nondiscrimination and Equal Employment Opportunity Statement," a copy of which is attached hereto as Exhibit A and made a part thereof.

5. SERVICES

The Second Party agrees to furnish necessary personnel to conduct classes up to three weekends a month at the Court designated facility as directed by the Court. The exact schedule will depend on the volume of participants scheduled to attend Wichita Intervention Program. Such services shall be performed on weekends as directed by an officer of the Court to be designated by the Probation Office Chief Supervisor, and shall be provided from 6:00 p.m. on Friday evening until 10:00 p.m., from 8:30 a.m. to 5:30 p.m. on Saturday, and from 8:00 a.m. to 5:30 p.m. on Sunday, or as scheduled by the Court. The Probation Office Chief Supervisor manages the content of the materials, lectures and speakers presented throughout the weekend and the instructor will engage the participants in small group activities, introduce the speakers, present lectures and make follow-up referrals when appropriate. In addition, the instructor will provide direction to the guards and coordinate with the motel for the full 48 hours. Any unresolved issues at the conclusion of the weekend shall be brought to the attention of the Probation Office Chief Supervisor. Class size will vary from 20 to 40 participants.

6. RECORDS TO BE KEPT

Second party agrees to keep good and sufficient records showing the time worked by every person employed by the Second Party in the performance of the services

provided hereunder; such time records shall be submitted at the end of the month together with an invoice for services rendered. The Second Party further agrees to keep other records which may from time to time be required by the Court.

7. LIABILITY

Contractor agrees to hold the City harmless from any and all claims, suits, action or judgments, brought or entered against the City arising out of Contractor's performance under the terms and conditions of this Contract, including attorney's fees; provided, however, nothing herein shall impose on Contractor any obligation to hold the City harmless from City's own negligence.

8. TERMINATION

First Party reserves the right to terminate this Agreement at any time upon thirty (30) days written notice in the event the services being provided by the Second Party are unsatisfactory; provided, however, that in any case Second Party shall be paid the value of the services provided up to the time of termination on the basis of the provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed the day and year first above written.

Attest:

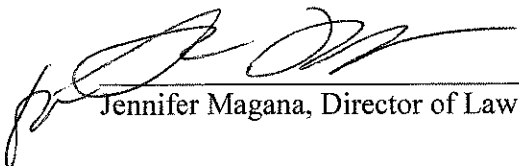
CITY OF WICHITA, KANSAS

Karen Sublett, City Clerk

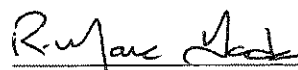
Jeff Longwell, Mayor

Approved as to Form:

HEARTSTONE SUBSTANCE ABUSE
SERVICES:



Jennifer Magana, Director of Law



Richard "Marc" Haden

City of Wichita
City Council Meeting
September 27, 2016

TO: Mayor and City Council

SUBJECT: Funding for Improvements to Wellfield Supply Line (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the budget and adopt the resolution.

Background: The 48-inch waterline connecting the southern loop of the Equus Bed Wellfield Water Supply System was constructed in 1992. The waterline is in need of cathodic protection to limit deterioration caused by corrosion, to extend the useful life of the supply line.

Analysis: MKEC performed the original design services for this section of Equus Bed Wellfield pipeline. Due to MKEC's background and knowledge of this project, staff recommends utilizing MKEC, through the On-call Services contract, for design services to complete survey description work for an easement to be acquired and to provide bid documents for construction.

Financial Considerations: The 2016-25 Capital Improvement Program (CIP) includes \$200,000 in programmed funding in 2016 for providing cathodic protection to the waterline. Staff requests approval of \$20,000 at this time for design and acquisition of easements for the improvements.

The project will be funded from future revenue bonds or Water Utility cash reserves. If revenue bonds are issued, an additional 8% will be added for financing and administrative costs.

Legal Considerations: The Law Department has reviewed and approved the resolution as to form.

Recommendation/Actions: It is recommended that the City Council approve the budget, adopt the resolution, and authorize the necessary signatures.

Attachments: Resolution, Notice of Intent and budget sheet.

RESOLUTION NO. 16-387

A RESOLUTION DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, TO ISSUE REVENUE BONDS FOR THE PURPOSE OF PAYING CERTAIN DESIGN SURVEY AND EASEMENT ACQUISITION COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

WHEREAS, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City Council of the City (the “Governing Body”), has heretofore by Ordinance No. 39-888, passed May 26, 1987 and published in the official newspaper of the City on May 29, 1987, as required by law, authorized the combining of the City-owned and operated municipal water utility and municipal sewer utility thereby creating the City of Wichita, Kansas Water and Sewer Utility (the “Utility”); and

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 *et seq.*, as amended and supplemented by Charter Ordinance No. 211 of the City (collectively, the “Act”), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to construct, reconstruct, alter, improve, extend and enlarge the Utility in the following manner:

Wellfield Supply Line Cross-Cathodic Protection (448-90747)

(the “Project”) and to provide for the payment of all or a portion of the **design survey and easement acquisition** costs thereof by the issuance of revenue bonds of the City pursuant to the Act; said bonds to be payable from the revenues of the Utility.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Project Authorization. It is hereby authorized, ordered and directed that **required easements** for the Project be **surveyed and acquired**. The estimated cost of **survey and easement acquisition** of the Project, including related design and engineering expenses is **\$20,000**. The Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

Section 2. Project Financing. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed **\$21,600** in order to pay all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs (the “Bonds”). The Bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds, if any, shall be paid from unencumbered moneys of the Utility which will be available for that purpose. The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution,

pursuant to Treasury Regulation 1.150-2.

Section 3. Notice. Before issuing the Bonds, there shall be published one (1) time in the official newspaper of the City, a notice of the intention of the Governing Body to undertake the Project and to issue the Bonds (the “Notice”); and if within fifteen (15) days after the publication of such Notice, there shall be filed with the City Clerk, a written protest against the Project or the issuance of the Bonds, signed by not less than twenty per cent (20%) of the qualified electors of the City, the Governing Body shall thereupon submit such proposed Project and the Bonds to the electors of the City at a special election to be called for that purpose as provided by the Act. If no sufficient protest is filed with the City Clerk within the period of time hereinbefore stated, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

Section 4. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, by not less than two-thirds of the members voting in favor thereof, on September 27, 2016.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, Director of Law
and City Attorney

636600

(Published in *The Wichita Eagle*, on September 30, 2016.)

NOTICE

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that the City Council (the “Governing Body”) of the City of Wichita, Kansas (the “City”), by Resolution No. 16-387, duly adopted September 27, 2016, has found and determined it to be necessary and declared its intention **for design survey and easement acquisition for** the City of Wichita, Kansas Water and Sewer Utility, which is owned and operated by the City (the “Utility”), in the following manner:

Wellfield Supply Line Cross-Cathodic Protection (448-90747)

(the “Project”) at an estimated cost, including related design **survey, easement acquisition** and engineering expenses of **\$20,000**.

In order to finance all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds an aggregate principal amount not to exceed **\$21,600** under the authority of K.S.A. 10-1201 *et seq.*, as amended and supplemented by Charter Ordinance No. 211 of the City (the “Bonds”). The Bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

This Notice shall be published one time in the official newspaper of the City; and if, within fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the Bonds, which protest is signed by not less than twenty percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the Bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Project and the issuance of the Bonds is filed within said period, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on September 27, 2016.

/s/ JEFF LONGWELL, Mayor

ATTEST:

/s/ Karen Sublett, City Clerk

Project Request

☒ CIP ☐ Non-CIP

CIP YEAR:

2016

CIP #: Pg 108, Line 58

☐ NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 18 Public Works & Utilities

DIVISION:

Distribution

RESOLUTION/ORDINANCE #:

ENGINEERING REFERENCE #: 448-90747

FUND: 544 Water Construction

COUNCIL DISTRICT: 07 All Districts

DATE COUNCIL APPROVED:

REQUEST DATE:

PROJECT #: 776076

PROJECT TITLE: WWF Supply Line Cross-Cathodic Protection

PROJECT DETAIL #: 01

PROJECT DETAIL DESCRIPTION: Wellfield 48" Supply Line Crosstie Cathodic Protection

OCA #: 636600

OCA TITLE: WWF Supply Line Cross-Cathodic Protection

PERSON COMPLETING FORM: Joni Chamberlain

PHONE #: 268-4572

PROJECT MANAGER: Stan Breitenbach

PHONE #: 268-4235

☒ NEW BUDGET ☐ REVISED BUDGET

REVENUE

EXPENSE

Object Level 3

Budget

Object Level 3

Budget

9813 Cash Transfer In

\$20,000.00

2999 Contractuals

\$20,000.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

REVENUE TOTAL: \$20,000.00

EXPENSE TOTAL: \$20,000.00

NOTES: This portion of the project is not subject to the 2016 low water sales deferrals.

SIGNATURES REQUIRED

Print Form

DIVISION HEAD:

DATE: 09/15/16

DEPARTMENT HEAD:

DATE: 9/13/15

BUDGET OFFICER:

DATE: 9/1/16

CITY MANAGER:

DATE:

RESOLUTION NO. 16-_____

A RESOLUTION DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, TO ISSUE REVENUE BONDS FOR THE PURPOSE OF PAYING CERTAIN DESIGN SURVEY AND EASEMENT ACQUISITION COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

WHEREAS, the City of Wichita, Kansas (the "City") is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City Council of the City (the "Governing Body"), has heretofore by Ordinance No. 39-888, passed May 26, 1987 and published in the official newspaper of the City on May 29, 1987, as required by law, authorized the combining of the City-owned and operated municipal water utility and municipal sewer utility thereby creating the City of Wichita, Kansas Water and Sewer Utility (the "Utility"); and

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 *et seq.*, as amended and supplemented by Charter Ordinance No. 211 of the City (collectively, the "Act"), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to construct, reconstruct, alter, improve, extend and enlarge the Utility in the following manner:

Wellfield Supply Line Cross-Cathodic Protection (448-90747)

(the "Project") and to provide for the payment of all or a portion of the design survey and easement acquisition costs thereof by the issuance of revenue bonds of the City pursuant to the Act; said bonds to be payable from the revenues of the Utility.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Project Authorization. It is hereby authorized, ordered and directed that required easements for the Project be surveyed and acquired. The estimated cost of survey and easement acquisition of the Project, including related design and engineering expenses is \$20,000. The Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

Section 2. Project Financing. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed \$21,600 in order to pay all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs (the "Bonds"). The Bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds, if any, shall be paid from unencumbered moneys of the Utility which will be available for that purpose. The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution,

pursuant to Treasury Regulation 1.150-2.

Section 3. Notice. Before issuing the Bonds, there shall be published one (1) time in the official newspaper of the City, a notice of the intention of the Governing Body to undertake the Project and to issue the Bonds (the "Notice"); and if within fifteen (15) days after the publication of such Notice, there shall be filed with the City Clerk, a written protest against the Project or the issuance of the Bonds, signed by not less than twenty per cent (20%) of the qualified electors of the City, the Governing Body shall thereupon submit such proposed Project and the Bonds to the electors of the City at a special election to be called for that purpose as provided by the Act. If no sufficient protest is filed with the City Clerk within the period of time hereinbefore stated, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

Section 4. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, by not less than two-thirds of the members voting in favor thereof, on _____, 2016.

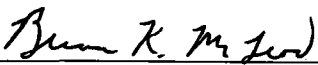
(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:



for Jennifer Magaña, Director of Law
and City Attorney

636600

(Published in *The Wichita Eagle*, on _____, 2016.)

NOTICE

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that the City Council (the "Governing Body") of the City of Wichita, Kansas (the "City"), by Resolution No. 16-_____, duly adopted _____, 2016, has found and determined it to be necessary and declared its intention for **design survey and easement acquisition** for the City of Wichita, Kansas Water and Sewer Utility, which is owned and operated by the City (the "Utility"), in the following manner:

Wellfield Supply Line Cross-Cathodic Protection (448-90747).

(the "Project") at an estimated cost, including related **design survey, easement acquisition** and engineering expenses of \$20,000.

In order to finance all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds an aggregate principal amount not to exceed \$21,600 under the authority of K.S.A. 10-1201 *et seq.*, as amended and supplemented by Charter Ordinance No. 211 of the City (the "Bonds"). The Bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

This Notice shall be published one time in the official newspaper of the City; and if, within fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the Bonds, which protest is signed by not less than twenty percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the Bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Project and the issuance of the Bonds is filed within said period, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on _____, 2016.

/s/ JEFF LONGWELL, Mayor

ATTEST:

/s/ Karen Sublett, City Clerk

City of Wichita
City Council Meeting
September 27, 2016

TO: Mayor and City Council

SUBJECT: Resolution Considering a Public Hearing on an Amendment to the K-96 Greenwich STAR Bond District boundaries (District II)

INITIATED BY: Office of Urban Development

AGENDA: Consent

Recommendation: Adopt the resolution setting a public hearing for consideration of an amendment to the K-96 Greenwich STAR Bond District boundaries.

Background: On February 14, 2012, the City Council held a public hearing and approved the establishment of the K-96 Greenwich STAR Bond District. On March 6, 2012, the District was adopted following notification from the State Secretary of Commerce approving adoption of a STAR Bond District. On February 11, 2014, the City Council amended the STAR Bond District to include 27th Street to the north.

The City has an opportunity to make improvements to the Stryker Soccer Complex to improve the complex into a regional, multi-sport, youth athletic complex. It is necessary to amend the ordinance to expand the K-96 STAR Bond District to include the Stryker Complex for the use of STAR bonds to finance the improvements. An amendment to the Ordinance is needed in order to include the property in the district for eligible improvements. Amendment of the Ordinance requires holding a new public hearing at a time and place set by resolution of the City Council, pursuant to state law.

Analysis: The success of the adjacent indoor, multi-sport athletic facility, the Wichita Sports Forum, within the K-96 STAR Bond District has created and demonstrated the demand for multi-sport facilities in the region. The City owns the Stryker Soccer Complex directly northwest of the existing STAR Bond District. Improvements to the complex will enhance the existing sports fields and will also expand the number of fields to allow their year round use and create the opportunity to host regional and national sports tournaments at the complex.

The K-96 STAR bond project has been successful generating sales tax revenue to repay the outstanding bonds ahead of schedule. The additional revenue created by the existing and future retailers will generate sufficient sales tax to finance the improvements necessary to create a regional multi-sport athletic complex within the existing sports complexes on Greenwich Road.

The City has received preliminary support from the Kansas Department of Commerce (DOC) to amend the boundaries of the District to include the Stryker property. The DOC has also requested the STAR Bond District request be submitted to the Department by December 2016. The first step in amending the district boundaries is for the Council to set a public hearing, set by resolution and notice published twice in the City's official newspaper.

Financial Considerations: The publication and mailing costs associated with amending the STAR bond district will be paid from the Economic Development Fund and reimbursed with STAR bond proceeds.

Legal Considerations: The attached resolution setting a public hearing on November 1, 2016 for consideration of an amendment to the boundaries of the STAR Bond Project District has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council adopt the resolution which provides notice of consideration of an amendment to the K-96 Greenwich STAR bond district and sets a public hearing for November 1, 2016.

Attachments: Resolution with Exhibits

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF WICHITA, KANSAS
HELD ON SEPTEMBER 27, 2016**

The governing body of the City of Wichita, Kansas met in regular session at the usual meeting place in the City, at 9:30 a.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Thereupon, there was presented on the governing body's consent agenda Resolution entitled:

**A RESOLUTION STATING THAT THE CITY OF WICHITA, KANSAS IS
CONSIDERING FURTHER AMENDING ORDINANCE NO. 49-208 OF THE CITY
THAT ESTABLISHED THE K-96 GREENWICH STAR BOND PROJECT
DISTRICT TO INCLUDE ADDITIONAL PROPERTY IN SUCH DISTRICT.**

Thereupon, Councilmember _____ moved that the consent agenda be passed. The motion was seconded by Councilmember _____. The motion that the consent agenda be passed, including adoption of said Resolution, was carried by the vote of the governing body, the vote being as follows:

Aye:

Nay:

Thereupon, the Resolution was then duly numbered Resolution No. 16-388, and was signed by the Mayor and attested by the Clerk.

(Other Proceedings)

* * * * *

CERTIFICATE

I certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Wichita, Kansas held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

[SEAL]

Karen Sublett, City Clerk

(Published in *The Wichita Eagle* on October 19, 2016)

RESOLUTION NO. 16-388

A RESOLUTION STATING THAT THE CITY OF WICHITA, KANSAS IS CONSIDERING FURTHER AMENDING ORDINANCE NO. 49-208 OF THE CITY THAT ESTABLISHED THE K-96 GREENWICH STAR BOND PROJECT DISTRICT TO INCLUDE ADDITIONAL PROPERTY IN SUCH DISTRICT.

WHEREAS, the City of Wichita, Kansas (the “City”) is a municipal corporation duly organized and validly existing under the laws of the State of Kansas as a city of the first class; and

WHEREAS, by Ordinance No. 49-208, passed March 6, 2012, and published on March 9, 2012, the City Council of the City (the “Governing Body”), established a STAR bond district pursuant to K.S.A. 12-17,160 *et seq.*, as amended (the “Act”), known as the K-96 Greenwich STAR Bond Project District (the “District”); and

WHEREAS, pursuant to Ordinance No. 49-674, passed March 25, 2014, and published on March 28, 2014, the Governing Body, with the consent of the Secretary of the Kansas Department of Commerce (the “Secretary”) modified *Exhibit A* to Ordinance No. 49-208 to revise the legal description of property within the District to include within the District the public right-of-way for 27th Street North; and

WHEREAS, the Governing Body desires to further expand the boundaries of the District to include certain property located north and west of the existing District boundaries in order to provide a site for construction of additional public infrastructure and expansion of the major multi-sport athletic complex within the District; and

WHEREAS, pursuant to the Act, the Secretary of the Kansas Department of Commerce (the “Secretary”) has consented to amending the boundaries of the District to include the additional property; and

WHEREAS, the Governing Body is authorized by the Constitution of the State of Kansas (particularly Article 12, Section 5) and the Act to pass an ordinance further amending Ordinance No. 49-208 to expand the boundaries of the District, subject to conducting a public hearing after notice provided in the Act.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Ordinance Amendment. The Governing Body is considering amending *Exhibit A* to Ordinance No. 49-208, as previously amended by Ordinance No. 49-674, in order to expand the boundaries of the District to provide a site for construction of additional public infrastructure and expansion of the major multi-sport athletic complex within the District.

Section 2. Public Hearing. The Governing Body will hold a public hearing to consider further amending *Exhibit A* to Ordinance No. 49-208 in order to amend the boundaries of the District on November 1, 2016, at 9:30 a.m., or as soon thereafter as possible, in the City Council Chambers, City Hall, 455 North

Main Street, Wichita, Kansas. Following the conclusion of the public hearing, the Governing Body will consider an ordinance that would further amend Ordinance No. 49-208 as described in **Section 1** hereof.

Section 3. Legal Description and Map. The legal description of the District, including the additional property to be included with the proposed amendment, is contained in **Exhibit A** hereto. A map generally outlining the boundaries of the District, including the additional property to be included, is attached as **Exhibit B** hereto. A copy of such legal description and map are available for inspection by the public at the office of the City Clerk, 13th Floor, City Hall, 455 North Main, Wichita, Kansas 67202-1679.

Section 4. Notice of Public Hearing. A copy of this resolution shall be sent by certified mail, return receipt requested to the Sedgwick County Board of County Commissioners, and to the Board of Education of Unified School District Nos. 259 and 375. Copies of this resolution shall also be mailed by certified mail, return receipt requested, to each owner and occupant of land within the District, including the property proposed to be added to the District, not more than ten (10) days following the date of the adoption of this resolution.

Section 5. Publication. This resolution, including the Exhibits hereto, shall be published once in the official City newspaper not less than one week or more than two weeks preceding the date fixed for the public hearing.

Section 6. Effective Date This Resolution shall take effect and be in force from and after its adoption by the Governing Body.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the City Council of the City of Wichita, Kansas, on September 27, 2016.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, Director of Law and
City Attorney

CERTIFICATE

I, the undersigned, hereby certify that the above and foregoing is a true and correct copy of the original Resolution No. 16-388 (the "Resolution") of the City of Wichita, Kansas (the "City") adopted by the City Council on September 27, 2016,; and that the Resolution has not been modified, amended or repealed and is in full force and effect as of this date.

DATED: September 27, 2016.

Karen Sublett, City Clerk

EXHIBIT "A"
STAR BOND DISTRICT
LEGAL DESCRIPTION
(Revised to include additional property)

A tract of land situated in the West One-half of Section 3, the East One-half of Section 4 and the Northwest Quarter of Section 10, all in Township 27 South, Range 2 East, of the Sixth Principal Meridian in, Wichita, Sedgwick County, Kansas, being more particularly described as follows:

Note: The basis of the bearings in this description is N 89° 16' 46" E being the South line of the Southwest Quarter of said Section 3, and as shown Cross Pointe 2ND an addition to Wichita, Sedgwick County Kansas.

Beginning at the Southeast corner of said Section 4, said corner being common with the Southwest corner of said Section 3 and the Northwest corner of said Section 10 and at the intersection of the centerlines for 21st Street North and Greenwich Road;

Thence South 89° 01' 03" West 1550.01 feet, on the south line of the Southeast Quarter of said Section 4 and generally West on the centerline of 21st Street North to a point 60.0 feet south of the southwest corner of Lot 12, Block 1, Regency Lakes Commercial 2ND Addition, an addition to Wichita, Sedgwick County, Kansas;

Thence North 00° 42' 44" West 2645.22 feet on the extended west line of said Regency Lakes Commercial 2ND Addition to a point on the north line of the Southeast Quarter of said Section 4, said point being the south line of Regency Park Addition, an addition to Wichita, Sedgwick County, Kansas, and said point being coincident with the North right of way line of Highway K-96;

Thence North 89° 02' 53" East 381.86 feet, along the north line of said Southeast Quarter, and along said south line of Regency Park Addition, and said the north right of way line of Highway K-96;

Thence North 54° 11' 18" East 614.48 feet continuing along said south line of Regency Park Addition and said north right of way line of Highway K-96;

Thence North 74° 45' 12" East 316.18 feet continuing along said south line of Regency Park Addition and said north right of way line of Highway K-96;

Thence South 89° 59' 33" East 360.23 feet continuing on said south line of Regency Park Addition and said north right of way line of Highway K-96 extended to a point on the East line of the Northeast Quarter of Section 4, said line being common with the West line of the Northwest Quarter of said Section 3 and the centerline of Greenwich Road;

Thence North 00° 32' 29" West 2257.64 feet on said common line and said centerline of Greenwich Road to the northwest corner of said Northwest Quarter of Section 3;

Thence North 89° 16' 14" East 1030.00 feet on the north line of said Northwest Quarter of Section 3, to a point 60.00 feet north of the northwest corner of Block A, Stoney Pointe Addition, Wichita, Sedgwick County, Kansas;

Thence South 00° 32' 29" East 1023.95 feet along the extended west line of said Stoney Pointe Addition to the southwest corner of Reserve D, said Stoney Pointe Addition;

Thence North 89°14'32" East 250.00 feet on the south line of said Reserve D to a point being 50.00 feet south of the northwest corner of Lot 2, Block A, said Stoney Pointe Addition;

Thence South 00°32'29" East 262.00 feet on the west line of said Lot 2 to the Southeast corner of said Lot 2;

Thence North 89° 14' 32" East 1366.38 feet, along the North right of way line of 27th Street North to a point on the East line of said Stoney Pointe Addition, said point being coincident with the East line of the Northwest Quarter of said Section 3;

Thence South 00° 35' 35" East 1388.80 feet, along said East line to the Center corner of said Section 3, being common with the Southwest corner of Reserve G, said Greenwich Business Center Addition, and being common with the northwest corner of The Fairmont, an Addition to Wichita, Sedgwick County, Kansas;

Thence South 00° 35' 48" East 2651.74 feet, on the East line of the Southwest Quarter of said Section 3, to the southeast corner of said Southwest Quarter, being coincident with the northeast corner of the Northwest Quarter, said Section 10 and on the centerline of 21st Street North;

Thence South 01° 00' 22" East 1862.90 feet, on the East line of the said Northwest Quarter of Section 10 to a point 417.59 feet east of the southeast corner of Reserve C, said Cross Pointe 2ND;

Thence South 89° 16' 20" West 1061.05 feet on the extended south line of said Cross Pointe 2ND to the southwest corner of said Reserve C;

Thence North 00° 43' 40" West 848.92 feet on the west line of said Reserve C and along the west line of Lot 7, said Cross Pointe 2ND;

Thence South 89° 17' 02" West 1589.13 feet, to a point on the West line of said Section 10, and on the centerline of Greenwich Road said point being 60.0 feet west of the southwest corner of Lot 1, Block 1, said Cross Pointe 2ND;

Thence North 00° 46' 07" West 1014.01 feet, on said West line and the centerline of Greenwich Road to the Point of Beginning,

EXCEPT Lots 4 and 5, Block 1, said Greenwich Business Center Addition, EXCEPT thereof the east 215.00 feet of said Lot 5.

Lot 1, Block 1, Northeast Baseball Complex Addition.

Reserve A, Northeast Baseball Complex Addition.

Lot 7, Block 1, Regency Park Addition.

Lot 1, Block 1, K-96 Business Park Addition.

North Greenwich Road right of way lying east of Lot 1, Block 1, Northeast Baseball Complex Addition and Lot 1, Block 1, K-96 Business Park Addition and north of the south line of 29th Street North extended.

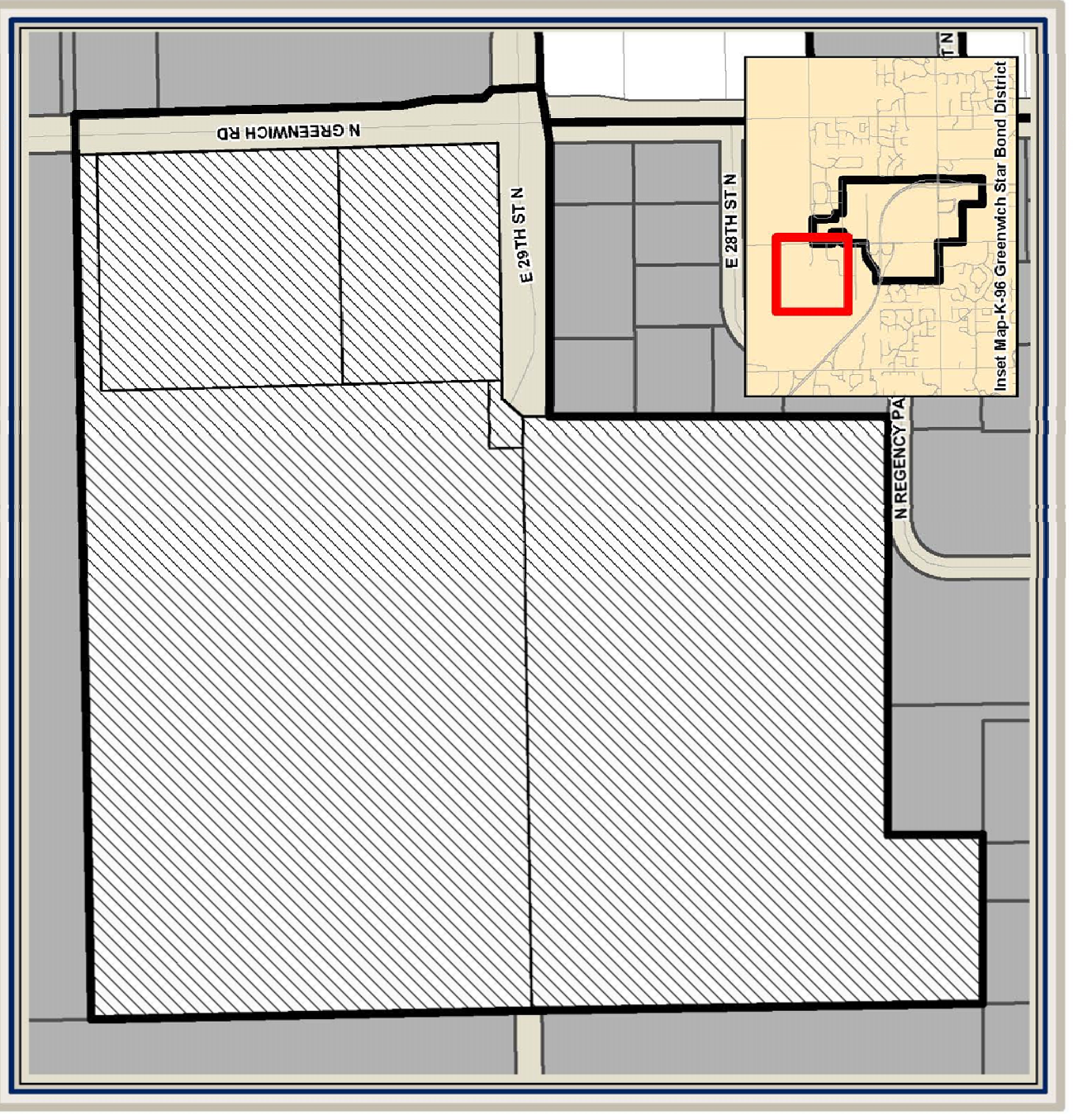
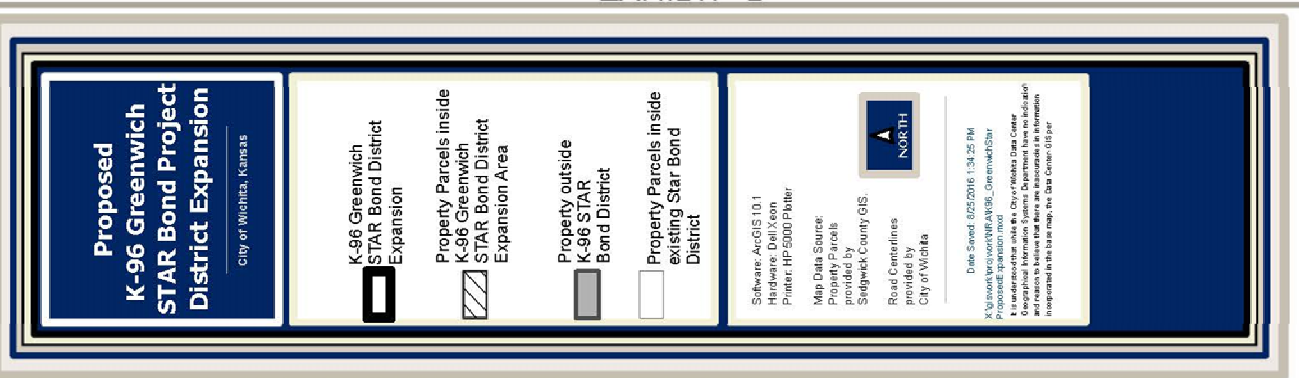
29th Street North right of way lying south of Reserve A, Northeast Baseball Complex Addition and Lot 1, Block 1, K-96 Business Park Addition.

Subject to survey and all easements and restriction of record.

EXHIBIT “B”
MAP OF STAR BOND DISTRICT WITH PROPOSED MODIFICATION

(ON FOLLOWING PAGE)

EXHIBIT "B"



**City of Wichita
City Council Meeting
September 27, 2016**

TO: Mayor and City Council Members

SUBJECT: Settlement of Claim

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Authorize payment of \$37,425.13 as full settlement of this case.

Background: On July 7, 2015, an auto accident between Mr. Wilson (claimant) and a City employee occurred at the intersection of South Broadway and 50th Street South. Liability is solely on the City. Damage to Mr. Wilson's vehicle was \$12,422.13. Emergency room and related medical bills total \$18,737. Settlement for the personal injury is in the amount of \$6,266. Total settlement is requested in the amount of \$37,425.13.

Analysis: The liability to the City is clear and the amount recommended for settlement of this claim is reasonable given the facts.

Financial Considerations: Funding for this settlement is from the Tort Claims fund.

Legal Considerations: The Law Department recommends acceptance of the offer of settlement.

Recommendations/Actions: It is recommended that City Council authorize payment of \$37,425.13 as a full settlement of the claim.

Second Reading Ordinances (First Read September 13, 2016)

Ordinance 50-327

AN ORDINANCE AMENDING SECTIONS 3.44.100, 3.44.110 AND 3.44.120 AND CREATING SECTION 3.44.130 OF THE CODE OF THE CITY OF WICHITA, KANSAS PERTAINING TO GARAGE SALES.

Ordinance 50-328

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED. ZON2015-00029

Ordinance 50-329

AN ORDINANCE AMENDING SECTION 1 OF ORDINANCE NO. 49-861 OF THE CITY OF WICHITA, KANSAS, LEVYING ASSESSMENTS ON LOTS, PIECES AND PARCELS OF LAND IN THE CITY OF WICHITA, KANSAS, FOR THE PURPOSE OF PAYING A PORTION OF THE COST OF CONSTRUCTION OF WATER DISTRIBUTION SYSTEM, NORTH OF CENTRAL, EAST OF HOOVER.

Ordinance 50-330

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

Ordinance 50-331

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED. SUB2015-00047 Plat of Hogan-Chism Addition.

**City of Wichita
City Council Meeting
September 27, 2016**

TO: Wichita Airport Authority

SUBJECT: Transportation Security Administration
Amendment of Solicitation/Modification of Contract
Wichita Dwight D. Eisenhower National Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the amendment.

Background: Under a 2014 license agreement, the Wichita Airport Authority (WAA) has provided space in the terminal building for use by the Transportation Security Administration (TSA) to conduct baggage and passenger screening. The WAA is required to provide use of the space at no cost to TSA as a part of its obligation to comply with a security program and in recognition of the benefits that TSA's security function provides to the Airport, passengers, and others entering Airport property. Throughout the term of the license agreement, the TSA has reimbursed the WAA for janitorial services and utility services.

Analysis: In addition to traditional janitorial services, WAA custodial staff provides the clean-up of bio-hazardous spills at the passenger screening checkpoint. WAA staff is trained to handle this type of special service in accordance with Occupational Safety and Health Administration (OSHA) guidelines. On a nationwide basis, the TSA is now desirous of extending and documenting the provision of this existing special service which has been provided by the WAA custodial staff. The service period for the next fiscal year is October 1, 2016, through August 31, 2017 for the passenger screening checkpoint in the new terminal.

Financial Considerations: The current annual revenue from the above-mentioned services provided by WAA custodial staff is \$23,287 at the rate of \$5.46 per sq. ft. A new rate of \$6.41 has been established based upon the previous 12 months of support documentation for the cost of janitorial services incurred in the new terminal. In addition, the current 4,265 sq. ft. passenger screening located in the old terminal will increase to 7,046 sq. ft. for the leasehold in the new terminal. Due to the increased square footage and the rate increase, the new annual revenue for the contractual period from 2016-2017, will be increased to \$45,188. TSA will also reimburse the WAA for the actual cost of utility services during this period.

Legal Considerations: The amendment has been reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the amendment and authorize the necessary signatures.

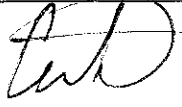
Attachments: Amendment of Solicitation/Modification of Contract.



Transportation
Security
Administration

OTHER TRANSACTION AGREEMENT

OTA NUMBER:		REQUISITION NUMBER:	
HSTS01-13-H-CKP172 Modification Number: P00004		2116206RES975	
ISSUED TO:		ISSUED BY:	
Wichita Airport Authority 2299 Airport Road Wichita, KS 67209 Attn: Traci Nichols, Properties and Contract Manager Phone: 316-946-4712 Email: Tnichols@wichita.gov EIN: 486000653 DUNS: 124970641		Transportation Security Administration Office of Acquisition Human Capital and Finance Division 601 S 12th Street Arlington, VA 20598-6025 Contract Specialist: Charlotte Brooks-Dale Phone: 571-227-1574 Email: Charlotte.Brooks@tsa.dhs.gov	
PROGRAM			
Program: Other Transaction Agreement (OTA) for Use of Space and Cost Reimbursement for TSA Security Checkpoint and Baggage Screening Areas. Period of Performance: October 1, 2016 to August 31, 2017 NAICS: 488119 PSC: S112			
FISCAL DATA			
Accounting Line: See page 2 for Accounting and Appropriation Data. Obligated Amount: \$31,200.84			
PURPOSE			
Bilateral Modification P00004 obligate funding for the reimbursement of actual electricity consumption and janitorial costs at the TSA checkpoint and baggage screening areas at Agreement HSTS01-13-H-CKP172 for the TSA security checkpoint and baggage areas at Wichita Dwight D. Eisenhower National Airport (ICT). This modification also amends the Agreement as indicated on page 2.			
AUTHORIZED SIGNATURES			
IN WITNESS WHEREOF , the Parties have entered into this Agreement by their duly authorized officers.			
Participant's Signature	Date	Contracting Officer's Signature	Date
		Isabel Roman-Cogswell, Contracting Officer	
Typed Name and Title		Typed Name and Title	


Victor D. White, A. A. E.
Director of Airports

97

Approved as to form this

9-1-16


Director of Law

1. Purpose

The purpose of Modification P00004 to Agreement HSTS01-13-H-CKP172 is to:

- Obligate funding for actual electricity consumption for the TSA security checkpoint and baggage screening areas for the TSA security checkpoint and baggage area and fixed janitorial services at Wichita Dwight D. Eisenhower National Airport (ICT).
- Amend the Agreement and make the following changes effective October 1, 2016:
 - Exhibit 1 Space is deleted and replaced with Exhibit 1A-1(Attachment A).
Square footage increased by 2,780.53 square feet from 4,265 square feet to 7,045.53 square feet.
 - Exhibit 4 Cost of Janitorial Services is deleted and replaced with Exhibit 4A.
 - Annual janitorial costs increased by \$21,900.84 from \$23,286.96 to \$45,187.80.
Janitorial rates increased by \$0.95 from \$5.46 per square foot to \$6.41 per square foot
Additional funding in the amount of \$21,900.84 is obligated. The new monthly price for janitorial costs is \$3,765.65.
- The Wichita Dwight D. Eisenhower National Airport (ICT) shall submit the monthly invoice from the utility provider which notates TSA's Meter Number, Meter reading, and total bill.

2. Obligated Funding

	Estimated* Annual Costs	Obligated Amount
Reimbursement of Actual Electricity Consumption Costs	\$10,200.00	\$10,200.00
Total Amount	\$10,200.00	\$10,200.00

*Note: The estimated annual amount may be adjusted based on actual electricity consumption.

	Annual Costs	Pro-rated Monthly Costs	# Months	Obligated Amount
Janitorial	\$45,187.80	\$3,765.65	11	\$21,900.84
Total Amount				

3. Accounting and Appropriation Data

PR #	Item #	Service	Amount	Accounting & Appropriation Data
2116206RES975	00001	Electrical	\$10,200.00	5AV167A000D2016ADE020GE0 00077006400648REM- 5903001310060000-233T-TSA DIRECT-DEF. TASK-D
2116206RES975	00002	Janitorial	\$21,900.84	5AV167A000D2016ADE020GE0 00077006400648REM- 5903001310060000-233T-TSA DIRECT-DEF. TASK-D
Total			\$31,200.84	

4. Current Obligated Funding

	Award Date	Obligated Amount
Base OTA Award	09/16/2013	\$23,286.90
P00001	08/28/2014	\$23,286.96
P00002	08/20/2015	\$23,286.96
P00003		\$23,286.96

5. Total Obligated Funding

Modification P00004 increases the total obligated funding for this Agreement:

From: \$93,147.78

By: \$31,200.84

To: \$125,248.62

6. Terms and Conditions

All other terms and conditions of Agreement HSTS01-13 -H-CKP172 remain unchanged and in full force and effect.

End of Modification P00004

Amendment One

Exhibit 1A-1

Space

October 2016

See Attachment A

Amendment One

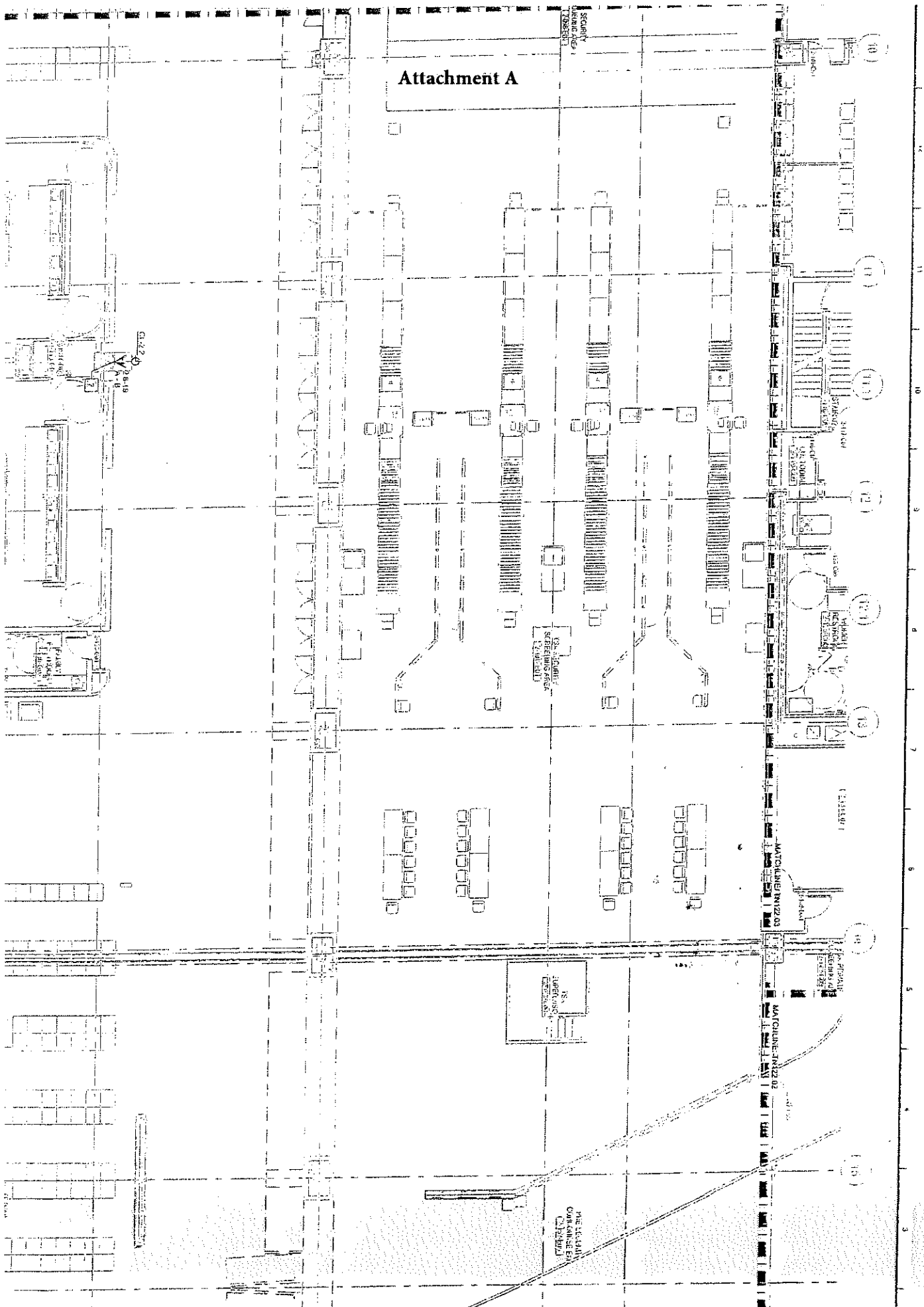
Exhibit 4A

Cost of Janitorial Services

Effective October 1, 2016

Cleaning Rate (unloaded)	Total Square Footage	Janitorial Costs
\$6.41 per square foot	7,045.53 square feet	\$45,187.80 Annual Cost \$3,765.65 Monthly Cost

Attachment A



Attachment A

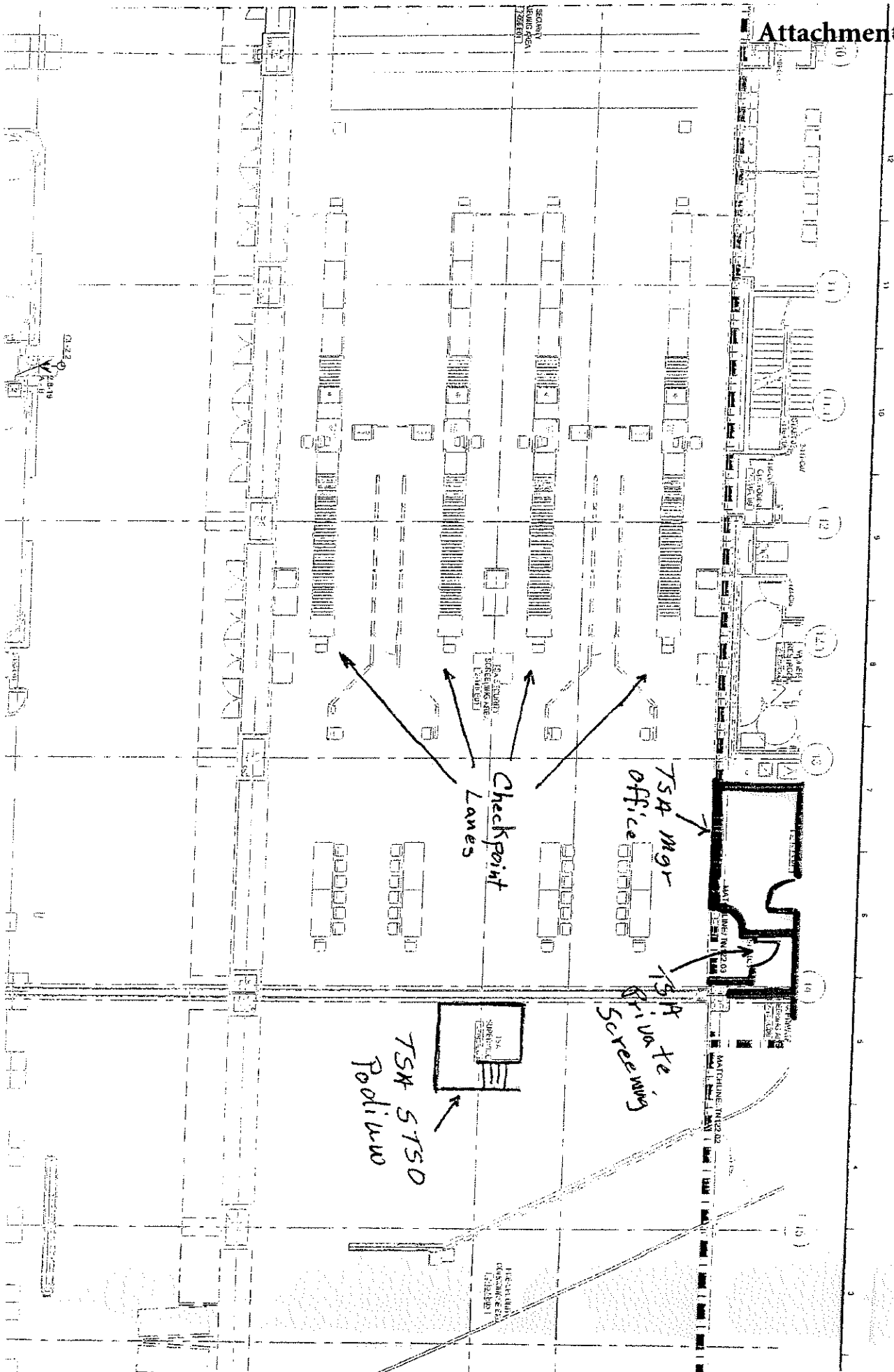
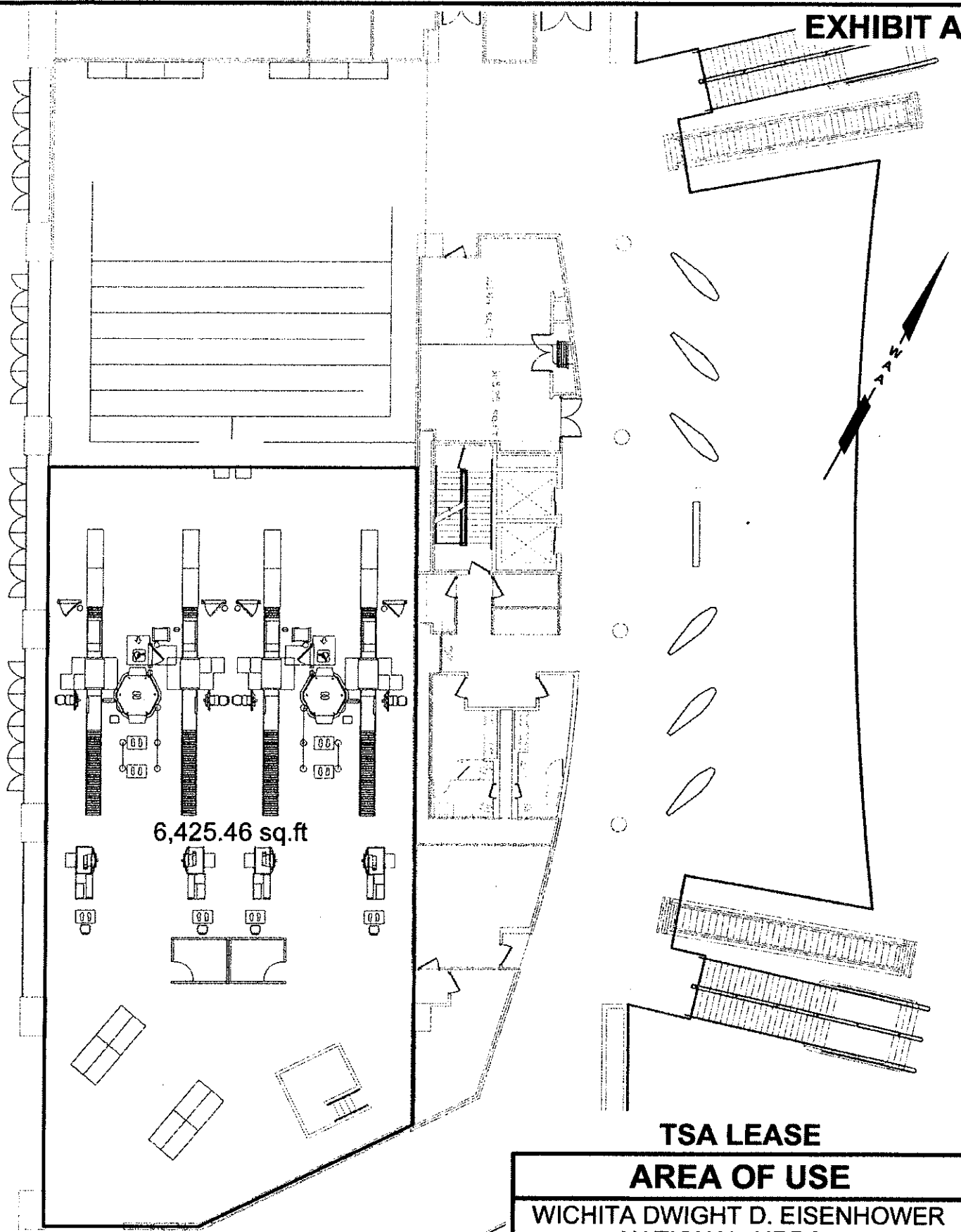


EXHIBIT A



6,425.46 sq. ft

LEVEL 2

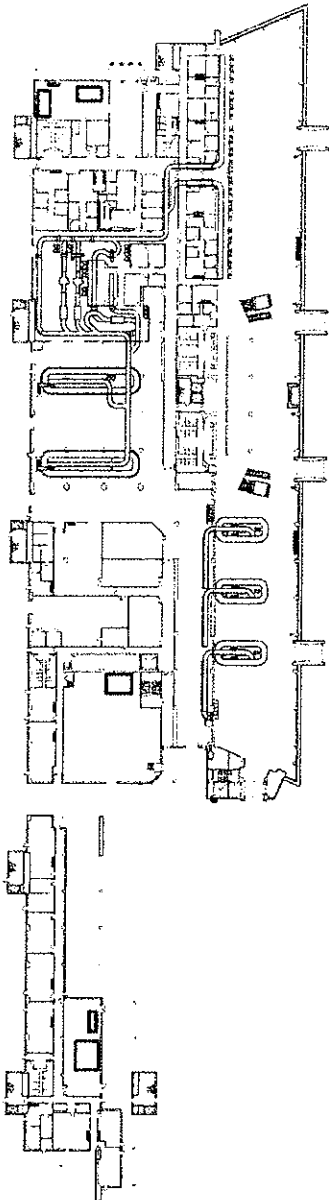
TSA LEASE

AREA OF USE

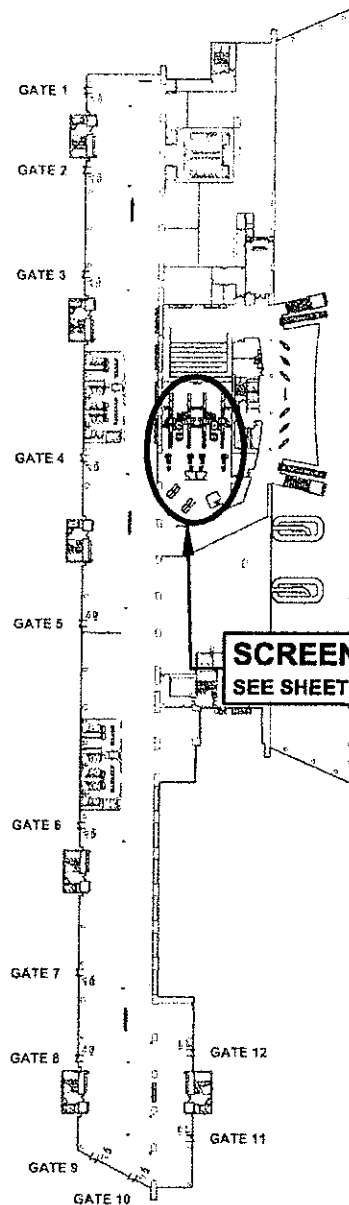
**WICHITA DWIGHT D. EISENHOWER
NATIONAL AIRPORT**
THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
7/20/15	H.G.O.	1" = 20'	3 of 3

EXHIBIT A



1ST FLOOR
NO LEASE AREA



SCREENING AREA
SEE SHEET 3 OF 3

2ND FLOOR



TSA LEASE

TERMINAL LAYOUT

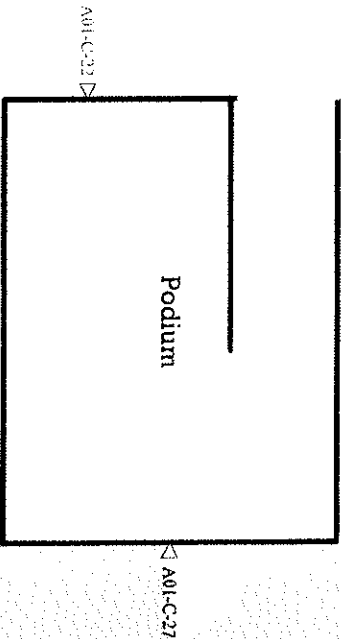
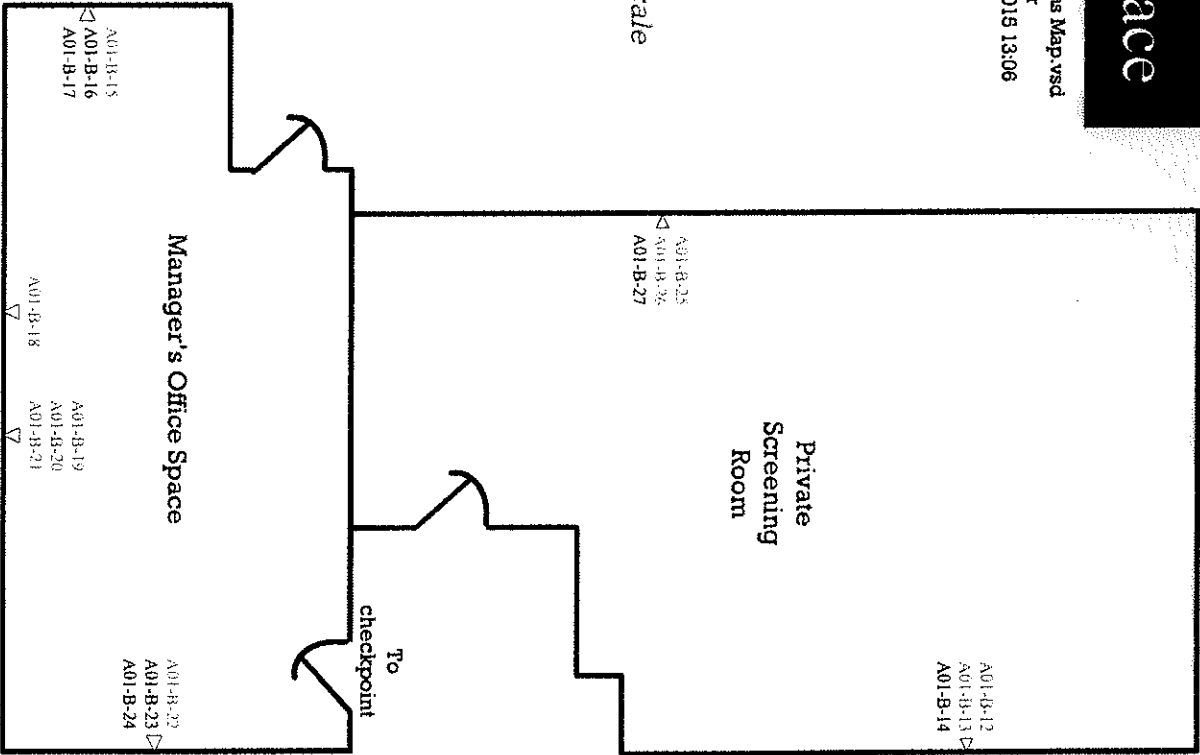
WICHITA DWIGHT D. EISENHOWER
NATIONAL AIRPORT
THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
7/20/15	H.G.O.	1" = 150'	2 of 3

2nd Floor TSA space

File: ICT Data Connections Map.vsd
Page: 2nd Floor
Last updated: 08 June 2015 13:06

Not to scale



Legend:

Data port number colors:

Red = patched to switch, switch port active

Orange = patched to switch

Black = not patched

Wichita, Kansas
September 19, 2016
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Marty Strayer, Administrative Assistant, Public Works and Utilities, Fanny Chan, Accountant, Finance, representing the Director of Finance, John Page, Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, Logan Bradshaw, Fellow, representing the City Manager's Office and Karen Sublett, City Clerk, present.

Minutes of the regular meeting date September 12, 2016, were read and on motion approved.

Bids were opened August 12, 2016, pursuant to advertisements published on:

WICHITA AIRPORT AUTHORITY/ENGINEERING DIVISION: TSA Build Out and 2 Offices.

Defer one week.

The Purchasing Division recommended that the contracts be deferred as outlined above.

On motion the Board of Bids recommended that the contracts be deferred as outlined above.

On motion the Board of Bids adjourned.

Marty Strayer, Administrative Assistant
Department of Public Works

Karen Sublett, MMC
City Clerk

FORMAL BID REPORT

TO: Robert Layton, City Manager

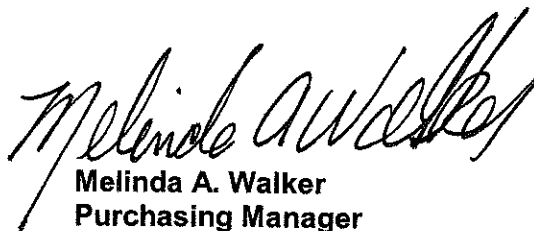
DATE: September 19, 2016

WICHITA AIRPORT AUTHORITY BIDS – VICTOR WHITE, DIRECTOR OF AIRPORTS

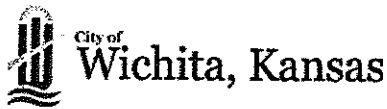
September 9, 2016

TSA Office Build Out & Remodel 2 Airline Offices Terminal Building - Wichita Airport Authority/Engineering Div.
(Defer to September 26, 2016)

ITEMS TO BE PURCHASED AS ADVERTISED IN THE OFFICIAL CITY NEWSPAPER.



Melinda A. Walker
Purchasing Manager

**BID RESULTS**[Registration](#)[Solicitations](#)[Document Inquiry](#)[Login](#)[Help](#)

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

Vendor Group Line**Solicitation:** FB640136 **TSA Build Out & Remodel 2 Offices****Close Date/Time:** 8/12/2016 10:00 AM CST**Solicitation Type:** Formal Bid[Return to the Bid List](#)**Award Method:** Aggregate Cost**Department:** Airport Engineering**Responses:** 4

Vendors	Complete	Bid Total	City Comments
COMPTON CONSTRUCTION CORP	Complete	\$1,112,432.00	Defer to 9-26-16 Wichita Airport Authority/Engineering Division
VOGTS CONSTRUCTION COMPANY	Complete	\$1,118,048.00	
COMMERCE CONSTRUCTION SERVICES INC	Complete	\$1,120,100.00	
VAN ASDALE CONSTRUCTION LLC	Complete	\$1,212,900.00	

NO BIDS WITHIN ENGINEERS ESTIMATE

[Top of the Page](#)